

## PRE-PROPOSAL CONFERENCE

RFP03-661005-17

A pre-proposal conference will be held on April 30, 2003, at 10:00 a.m. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, Fairfax, Virginia. All offerors are urged to attend.

OFFERORS ARE REQUESTED TO SUBMIT ANY QUESTIONS PERTAINING TO THE RFP, IN WRITING, PRIOR TO THE BEGINNING OF THE PRE PROPOSAL CONFERENCE.



# FAIRFAX COUNTY

## DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427

FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

# VIRGINIA

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<b>ISSUE DATE:</b> APRIL 10, 2003	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP03-661005-17	<b>FOR:</b> RESIDENTIAL SERVICES FOR INDIVIDUALS WITH MENTAL RETARDATION
<b>AGENCY:</b> FAIRFAX – FALLS CHURCH COMMUNITY SERVICES BOARD	<b>DATE/TIME OF CLOSING:</b> MAY 16, 2003, @ 3:00 P.M.	<b>CONTRACT ADMINISTRATOR:</b> GEORGE BRIGHT, CPPB (703)-324-3215; e-mail – george.bright@fairfaxcounty.gov

**Proposal** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

NOTE: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

<b>NAME AND ADDRESS OF FIRM:</b>	Telephone/Fax No.: _____ / _____
_____	E-Mail Address: _____
_____	_____
_____	VA State Contractor's License No.: _____
_____	Federal Social Security No.: _____
_____	Prompt Payment Discount: _____% for payment within _____ days/net _____ days
_____	Fairfax License Tax No.: _____
CHECK ONE: <input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION
	State in which Incorporated: _____
_____ Vendor Legally Authorized Signature	_____ Date
_____ Print Name and Title	_____ Secretary

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.**

Sealed proposals subject to terms and conditions of this Request for Proposal, will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) (rev 2/02)

## **SPECIAL PROVISIONS**

### **1. SCOPE OF CONTRACT:**

- 1.1 The purpose of this Request for Proposal is to enter into a contract with qualified firms for the provision of **RESIDENTIAL SERVICES FOR INDIVIDUALS WITH MENTAL RETARDATION** for the Fairfax – Falls Church Community Services Board (CSB), in accordance with the terms and conditions of the Request for Proposal.
- 1.2 Residential services for individuals with mental retardation include the following:
  - a. **Intensive Services**: the operation of **Group Homes** that provide daily 24 hour support
  - b. **Supervised Services**: are regular on-going services of less than 24 hours provided daily at residential sites.
  - c. **Supportive Services**: or drop-in supports are individually determined and provided on an as needed basis to individuals in their own homes.

### **2. BACKGROUND:**

- 2.1 The County through the CSB is responsible for ensuring that comprehensive quality services for its citizens are provided through public funding of mental retardation services, as well as monitoring and evaluating such services to ensure their cost-effectiveness and applicability to citizen needs. The CSB works collaboratively with, and receives funding from, the Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS). It also participates in the Medicaid Home and Community Based Waiver program with both DMHMRSAS and the Virginia Department of Medical Assistance Services (DMAS).
- 2.2 Currently, there are 240 individuals being served in group homes (37 sites), 30 individuals served in supervised services (6 sites), and 125 individuals served by supportive services or drop-in supports for a total of 395 individuals funded by the CSB and included in the scope of this solicitation.
- 2.3 In addition to CSB funding of residential services, the following non-CSB residential services funding are used:
  - a. **Medicaid Waiver**. Currently, over \$12 million is received by private vendors from Medicaid Waiver for 213 of the individuals identified in Section 2.2 above.
  - b. **Individual fee**. Collection of individual fees from the individual client and/or client's family is required by CSB Policy. It averages about \$300 per month per client for group home services and \$2 per hour for supportive or drop in services.
  - c. **Cost Sharing**. Group homes or homes providing supervised services mix individual/family fees and monies raised by the offeror. (See Section 6.2d for further information)

### **3. CONTRACT PERIOD:**

- 3.1 This contract will begin on **July 1, 2003**, or date of award, whichever is later, and terminate on **June 30, 2008**.
- 3.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The County reserves the right to renew the contract for two (2) additional years, one (1) year at a time, if agreeable to all parties.

SPECIAL PROVISIONS (Continued)

- 3.3 Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

4. **DEFINITION OF SERVICES:**

- 4.1 **Residential services** are provided in conjunction with an intensive treatment or training program in a setting other than a hospital or training center, or overnight care in conjunction with supervised living or other supportive residential services. (Virginia DMHMRSAS definitions, Core Taxonomy of Services - Version 6)
- 4.2 **Intensive Services** are overnight care in conjunction with an intensive treatment or training program, including group homes.
- 4.3 **Group Homes** are intensive residential service facilities that provide identified beds, are supported or controlled by the CSB, and offer 24 hour supervision for individuals who require training and assistance in basic daily living functions such as meal preparation, personal hygiene, transportation, recreation, laundry, and budgeting. The expected length of stay normally exceeds 30 days.
- 4.4 **Supervised Residential Services** consist of training, assistance, and/or specialized supervision provided primarily in a licensed/certified residence considered to be his or her home but owned, rented, leased or otherwise controlled by the certified qualified licensed program. In all cases, the purpose of these services is to enable an individual to acquire, improve, or maintain the health status and functional skills necessary to live in a community setting. Emphasis must be on a person-centered approach that empowers and supports each individual in developing his or her own lifestyle. In all cases, a functional assessment must be conducted and the continuation of service delivery must be in compliance with an interdisciplinary team (IDT) process. While overnight care is referenced in supervised services, the actual staffing support is determined by the needs of the resident(s) at that site and may not include overnight care in each site.
- 4.5 **Supportive or Drop-In Services** are unstructured services such as training, assistance, and/or specialized supervision provided primarily in an individual's home.

The purpose of these services is to enable an individual to acquire, improve, or maintain the health status and functional skills necessary to live in a community setting. Emphasis must be on a person-centered approach that empowers and supports each individual in developing his or her own lifestyle. In all cases, a functional assessment of the individual must be conducted and the continuation of service delivery must be in compliance with an IDT process.

These services normally do not involve overnight care delivered by a program. However, due to the flexible nature of these services, overnight care may be provided on an hourly basis.

- 4.6. **Medicaid Waiver Funded Residential Support Services:**

Medicaid Waiver Funded Residential Support Services consist of training, assistance, and/or specialized supervision provided primarily in an individual's home or in a licensed/certified residence considered to be the individual's home. The purpose is to enable an individual to acquire, improve, or maintain the health status and functional skills necessary to live in a

SPECIAL PROVISIONS (Continued)

community setting. Emphasis must be on a person-centered approach that empowers and supports each individual in developing his or her own lifestyle. It does not include room and board.

It may be provided as In-Home Residential Support (which correlates to Supportive or Drop-In Services) or as Congregate Medicaid Residential Group Home Support (which correlates to Intensive Service).

**5. TASKS TO BE PERFORMED/PROGRAM REQUIREMENTS:**

**5.1 Sites:**

- a. The principal residential service delivery sites should be located within Fairfax County, or the Cities of Fairfax and Falls Church, except that, based on a case by case analysis and approval by the Fairfax-Falls Church CSB, a site may be located in a nearby area of an adjacent jurisdiction if it is readily accessible by public transportation to Fairfax-Falls Church, and if it includes residents who are funded or sponsored fully by another local CSB.

Each residential service site shall have adequate and appropriate space available for administration, meetings, and records maintenance. Equipment and resources must be appropriate to the chronological ages of the individuals served.

Each residential service site shall allow for the provision of services in the least restrictive environment utilizing the philosophies of normalization, person centered planning, and continuous quality improvement. Services must be provided utilizing methods and materials that are culturally normative and appropriate to the developmental level and chronological age of the individual(s). Individual interests and capabilities must be considered in all service plans.

- b. Program administrative offices shall be located in Fairfax County, or in the Cities of Fairfax or Falls Church, or in an area which is otherwise accessible within a reasonable commuting time comparable to that found in the community. The proposed size, space, and floor plan of the offices must be sufficient to meet applicable laws and regulations and to accommodate employees and necessary staff members present with minor allowable renovations. The administrative office(s) must meet the requirements of the Americans with Disabilities Act for a barrier free environment, and must be appropriate for the activity of the program.
- c. The program administrative office(s) and all residential sites must be available on July 1, 2003 unless otherwise justified based on development of new programs. Any minor renovations shall be completed within the first 90 days of the contract period. All necessary renovations, furnishings, equipment, and supplies must be obtained by the Contractor before program operation and occupancy on July 1, 2003. The renovations, furnishings, equipment, and supplies will be provided at no cost to the County.

**5.2 Target Population:**

- a. Individuals in need of residential services, and
- b. Diagnosed as having mental retardation and/or autism as verified by the CSB, and
- c. 18 years of age and older, and
- d. Residents of City of Falls Church, City of Fairfax, or Fairfax County

**5.3 Service Availability:**

- a. All services should be available 365 days each year. The Contractor shall maintain normal business office hours, e.g., 8:00 AM to 5:00 PM, Monday through Friday, except holidays. The Contractor's staff must be available for consultation with the County staff on an as-needed basis between 8:00AM and 5:00 PM Monday through Friday.

SPECIAL PROVISIONS (Continued)

- b. Contractors must establish and implement a 24-hour emergency response system using pagers or answering services during non-business hours. Business hours should be identified in the proposal along with description of emergency access during all residential program hours.

5.4 Compliance with CSB and State Regulations:

- a. The contractor must operate in compliance with CSB and/or Mental Retardation Services procedures and Virginia DMHMRSAS Human Rights Plan.
- b. If the Contractor contracts with Community Service Boards other than Fairfax-Falls Church, it may comply with that Community Services Board's Human Rights implementation plan. However, the Rights as an Individual of the Fairfax-Falls Church CSB must be prominently posted within the Contractor's office in addition to the other jurisdiction's CSB(s).
- c. All contract staff must receive human rights training, whether through the Fairfax-Falls Church CSB approved curriculum, or another CSB approved curriculum.
- d. The Contractor must comply with Medicaid rules, regulations, and CSB directives on the collection of individual fees.
- e. The Contractor shall be in compliance with relevant DMHMRSAS licensure standards relating to medication administration needs of the consumers.

5.5 Privacy, Confidentiality, Security and Handling of Protected Health Information (PHI) and Medical Records:

- a. Subject to Federal and State Laws and regulations, including the Virginia Freedom of Information Act, the Contractor and Fairfax – Falls Church Community Services Board (Fairfax-Falls Church CSB) agree to hold private, confidential and secure all PHI and records of client contact, including:
  - 1. All findings, memoranda, correspondence, documents or records of any type that identify the individual, whether electronic, written or oral;
  - 2. All PHI and medical records generated by the Contractor(s) or Fairfax – Falls Church CSB staff, on a need to know basis.
  - 3. Requests for service under this solicitation.
- b. The Contractor, its subcontractors, or other third parties will not release PHI and medical records.
- c. Contents of client records will be discussed only to designated Fairfax-Falls Church CSB staff, on a need to know basis.
- d. All PHI and medical records inquiries, electronic, written or oral, as a result of the existence of this contract shall be referred to the Fairfax-Falls Church CSB.
- e. No termination of the contract shall have the effect of rescinding, terminating, or otherwise invalidating this section.
- f. Retention and destruction of all records will be in accordance with applicable federal and State confidentiality laws.

5.6 Activities:

- a. Activities must be available during scheduled training times and alternate activities should be available during unscheduled training time. The contractor must provide the opportunity for these activities. No individual should be required to participate in an alternate activity in which he/she is not interested. It is expected that through proper planning and assessment, individuals will remain actively engaged in constructive activities and also meet their training objectives. Activities offered should be conducted

SPECIAL PROVISIONS (Continued)

individually or in small groups. Whenever possible these alternative activities should include access to the community.

- b. Activities in intensive, supervised, and supportive services may include:
  - 1) Training and development of functional self-help and personal care daily living skills; functional skills relating to the use of community resources, including mobility training; and adaptive behavioral skills for community and home environments;
  - 2) Monitoring and documentation by support staff of health and physical condition of individual and assistance with medication and/or other medical needs
  - 3) Specialized supervision or supports to ensure the individual's health and safety
  - 4) Assistance with transportation
  - 5) Coordination with other areas of service provision such as day support services
  - 6) Assistance in developing natural supports and friends among neighbors and associates without disabilities
  - 7) Coordination with family, guardian or advocate for visits, social activities or any personal matters
  - 8) Monitoring and documentation of individual's finances, as needed
  - 9) Person centered planning which focuses on the individual's interests, capabilities and support needs as part of the yearly staffing/IDT process. This planning process shall include the individual, his/her family and friends, and any other individuals who comprise his/her natural support circle.

5.7 Accommodation for Individuals With Special Needs:

- a. Behavioral Needs: Individuals receiving behavior management services shall remain integrated into their environment and intervention must occur on site. The least restrictive treatment alternatives shall be implemented, with emphasis on positive, proactive strategies. All behavior modification techniques must be used in strict conformance with the CSB Behavior Management Procedures. Behavior management plans which include a restrictive component must be approved by the CSB Behavior Management Committee. (Behavioral consultation is available through qualified providers and is reimbursable through Medicaid Waiver for eligible persons.)
- b. Physical Needs: Offerors shall be able to serve individuals who have physical disabilities, are severely medically involved, and/or are speech, hearing, or vision impaired.
- c. Language and Cultural Needs: Offerors shall be able to provide services to individuals of diverse languages and cultural backgrounds reflective of the population found in Northern Virginia.

5.8 Transportation: Offerors who propose services which require transport of individuals during the course of the program shall ensure the safety of individuals, whether in staff member's private automobiles, or company owned vehicles. Offerors shall have minimum standards for drivers, minimum insurance expectations, minimum maintenance requirements as well as a procedure addressing the use of private staff vehicles.

5.9 Individualized Program Planning, Provision and Documentation:

- a. An annual interdisciplinary team meeting (IDT) is required for all individuals in Mental Retardation Services receiving active/targeted case management. A contractor's representative who is well acquainted with the individual's interests, progress and needs shall participate as a member of the IDT. An IDT meeting may be requested

SPECIAL PROVISIONS (Continued)

and scheduled by any member of the team. The individual or a CSB case manager shall chair the IDT. The case manager shall coordinate assessment, planning, and monitoring tasks related to the individual's progress on a routine basis. The contractor shall make adequate private meeting space available to host regularly scheduled IDT and other meetings. IDTs are scheduled at a minimum annually for each individual as identified above; additional IDTs are conducted as necessary. The individual must be involved in the IDT process unless the IDT determines that it would be detrimental to the individual to attend, or the individual chooses not to attend. Family members and other service providers as selected by the individual should also be included in the IDT. Input from the IDT meeting will be used to create a Comprehensive Service Plan (CSP), for which preparation, content and coordination are the case manager's responsibilities.

- b. In preparation for the annual IDT, the contractor shall conduct an annual assessment that measures individual needs, interests, work preference, and abilities. The Inventory for Client and Agency Planning (ICAP) or other functional assessment as approved by the CSB and Medicaid must be used for individuals funded through the Medicaid Waiver. Further information can be found in licensure requirements.
- c. Individuals who are being authorized for Waiver services for the first time shall have an IDT meeting 30 to 60 days before the plan is to go into effect.
- d. Initial Medicaid Waiver Assessment. The contractor shall then submit an ICAP or other approved assessment and the ISP to the case manager at least three weeks before the plan's effective date. The case manager will complete the individual/consumer service plan (CSP) and a service authorization request (SAR, form DMH-229) and submit the entire packet to the Medicaid Community Resource Consultant at least two weeks prior to the plan's effective date. When the approved SAR is received back from the Community Resource Consultant, a copy will be mailed to the residential program. All individual related documentation must meet Medicaid and CSB guidelines.

Annual re-authorizations for Waiver services are necessary; therefore, the procedure listed above must be maintained for authorization of services.

- 5.10 Individual Service Plan (ISP): The annual assessment and a legibly written or typed copy of the ISP for individuals in active case management status must be submitted to the case manager for inclusion in the CSP no later than fifteen (15) working days after the annual IDR meeting.

- 5.11 Program Coordination:

- a. Physical Access: The Contractor shall allow CSB representatives physical access to the Contractor's offices or facilities as needed during the Contractor's identified business hours and without the giving of prior notice.

Access to private homes by CSB representatives would always be secured through appropriate coordination with individual or person maintaining the lease. In addition, the Contractor shall allow access to the program for IDT members if the individual gives permission and if the visit is scheduled ahead of time. Access to individual records shall be ensured to appropriate CSB representatives.

- b. Participation in Planning and Staffing Meetings: The Contractor shall participate in IDTs or staffings with other service providers including community day programs. This may involve attending meetings outside normal business hours, or at a place other than the individual's home. These situations should be individually worked out so that both residential and day support staff are accommodated as much as possible.
- c. The Contractor shall coordinate its schedule with day programs, employers and providers of specialized transportation services, including the impact of approved day program closings for in service or holidays other than the scheduled County holidays. Day support contractors under contract with the CSB are allowed to close up to four



SPECIAL PROVISIONS (Continued)

times per year for staff in-service days. These four days are standardized to be the last Friday of the months of January, April, July and October. The residential provider may make alternate transportation arrangements with a day contractor if a component of the day program is open on a regularly scheduled County holiday and specialized transportation services are not available.

- d. The Contractor must attend meetings called by the CSB for the purposes of coordination and information sharing.

5.12 Service Collaboration: Medicaid Waiver regulations require collaboration among service providers on goals and objectives so that skill building occurs across settings. Collaboration shall also occur for those individuals who are not funded through Medicaid. Lack of documentation indicating coordination of services may result in disallowance of payment by DMAS.

5.13 Reporting:

- a. In addition to the individual information requested on an annual basis, the following documentation shall be provided to the CSB Director of Residential Services or designee on a monthly basis:
  - 1) Monthly attendance ledgers specifying number of hours of directly billable service (for supportive services).
  - 2) Monthly admission, discharge, and transfer data, with dates (for group home and supervised services)
- b. In addition, the following should be sent to the CSB case manager.
  - 1) Quarterly individual progress report. These reports shall provide updated progress on individual goals and objectives, and must be written on or within ten (10) days of their due date every three months based on the IDT or ISP date. They should also include reports on any service subcontracted for by the contractor, as identified in the annual goals and objectives.
  - 2) Medicaid Documentation: Contractors shall comply with all Medicaid documentation requirements for individuals identified by the CSB as receiving Medicaid funding, including those funded by Medicaid Waiver. Reimbursement for services is contingent on submission of required documentation.
  - 3) Outcome Documentation: Contractor shall maintain information on both individual and program outcome measures.
  - 4) Contractor shall submit other statistical data upon request by the CSB.

5.14 Administrative Policy and Procedures Manual: The Offeror's Administrative Policies and Procedures must meet licensing and/or accreditation standards, if applicable. All offerors must have a policies and procedures manual that describes the operation of its program. This must be available upon request by CSB staff. At a minimum, the offeror must have policies and procedures as indicated below:

- a. Admission, retention, and discharge criteria consistent with DMHMRSAS licensure standards.
- b. Confidentiality criteria should be consistent with DMHMRSAS licensure standards and HIPAA requirements.
- c. Behavioral Intervention policy and/or procedure including the use of restrictive procedures should be in compliance with the CSB "Behavior Management" procedure.
- d. Incident Reporting should include information as outlined in the CSB "Reporting Incidents" procedure.

SPECIAL PROVISIONS (Continued)

- e. Reporting of abuse, neglect and exploitation should be in compliance with Adult Protective Services standards, the CSB "Abuse, Neglect, or Exploitation of Individuals" procedure and the CSB Human Rights Implementation Plan.
  - f. Individual Rights, Responsibilities and Informed Consent must be in compliance with the CSB Human Rights Implementation Plan.
  - g. Communicable diseases and medical emergencies criteria should be consistent with DMHMRSAS licensure standards including medication administration.
  - h. Emergencies and Disasters criteria included in these policies should be consistent with DMHMRSAS licensure standards.
  - i. Smoking Policy should be consistent with DMHMRSAS licensure standards.
  - j. Standards for driver, vehicle use and maintenance, insurance requirements, and procedure for using private staff vehicles shall be included in the Manual.
- 5.15 Staffing Requirements: The contractor shall operate its organization with written personnel policies and procedures. The full personnel manual must be available upon request by CSB staff. The following minimum requirements shall prevail:
- a. The contractor shall provide all services with sufficient and appropriately qualified staff, in compliance with DMHMRSAS licensure standards.
  - b. Staff training should be consistent with DMHMRSAS licensure standards.
  - c. The use of volunteers should be consistent with DMHMRSAS licensure standards.
  - d. The contractor shall not use individuals receiving residential services as service providers unless they are trained to do so, are supervised by contract agency staff, and are compensated at a commensurate wage for doing so.
- 5.16 Program Evaluation:
- a. The contractor's program goals and objectives shall be observable and measurable at routine intervals and tied to timely, data-based decision making.
  - b. The contractor's program evaluations shall incorporate the following measures consistent with CSB objectives.
    - 1) Primary and secondary individual (primary individual being the recipient and secondary individual being the family) satisfaction to empower and support people to achieve self-determined and valued lifestyles as measured by, including the opportunity to make choices, participate in decisions about what happens at home and their relationships with house mates; number of personal relations established or maintained; number of restrictive techniques implemented; and attainment of individual goals and objectives as identified in the individual service plan;
    - 2) Number of serious accidents or injuries, numbers of emergency hospitalizations, numbers of incidents of abuse and provider response to these incidents and medical interventions to provide safe homes as measured by observation from a walk through the home and documentation.
  - c. In addressing the above measures, the Contractor shall provide a short narrative description of how the measures were determined and how data were collected.

SPECIAL PROVISIONS (Continued)

- d. The Contractor's program evaluation shall incorporate responses, gathered at least annually, from individuals of the program, their families, the CSB and other funding sources regarding their satisfaction with the specific services provided them.
- e. Either the contractor or CSB may request additional meetings or reviews of contract related issues at any time during the course of the contract period.

**6. QUALIFICATIONS:**

- 6.1 All offerors MUST submit proof of Virginia DMHMRSAS licensure and must continue to operate in compliance with DMHMRSAS licensure regulations and requirements.
- 6.2 Approval as a Medicaid Waiver provider of residential services is a co-requisite to bid on providing group home services except for those offerors participating in the Cost Sharing program.
  - a. All offerors must have the capability to collect individual fees and comply with all Medicaid regulations, e.g. for the documentation of services, for filing claims, prepare all Medicaid claims forms for submission directly to Medicaid.
  - b. The Contractor shall maintain all necessary and required individual specific information concerning its provision of Medicaid covered services and shall provide that information to the CSB upon request and in a timely and accurate manner.
  - c. Under the Medicaid Waiver, contractors apply for a contractor number from the Virginia Department of Medical Assistance Services (DMAS), and will be required to bill Medicaid directly for services provided to CSB identified Waiver eligible recipients. Offerors proposing to provide services reimbursable through Medicaid are required to obtain their Medicaid contractor number and shall provide this service in accordance with DMAS rules and regulations. Should the contractor render a service which is later disallowed after the contractor has received funding under the Waiver, the contractor is responsible for repayment of funds for disallowed services. Further information can be obtained at the DMAS web site, which can be found at [www.dmas.state.va.us](http://www.dmas.state.va.us).
  - d. Cost Share Program participation is optional. This formula requires individual/family fees of up to 30% of the program budget along with a requirement of the contractor to conduct fund raising. In the cost share formula, the contractor must identify additional revenues to share the cost with the County as follows.
    - 1) If the housing unit is the first operated by the contractor under cost share, then the County payment must not exceed 50% of the approved program budget. Of the (up to) 50% co-pay required by the contractor, no more than 30% (of the co-pay) may be derived from individual/family fees in the form of monthly fees. The remaining co-pay is a fund-raising requirement of the contractor.
    - 2) If the housing unit is the second operated by the contractor under cost share, then the contractor must collect up to 30% from individual/family fees in the form of monthly fees. The remaining co-pay is then limited to \$1,500 as a fund-raising requirement of the contractor.
    - 3) If the housing unit is the third or subsequent operated by the contractor under cost share, then the contractor must collect up to 30% from individual/family fees in the form of monthly fees. The remaining co-pay is then limited to \$1,000 as a fund-raising requirement of the contractor for the third and subsequent housing units.

SPECIAL PROVISIONS (Continued)**7. CSB SUPPORT TO THE CONTRACTOR:**

- 7.1 The CSB provides targeted, active or limited case management to individuals.
- a. Targeted Case Management: includes assessment, planning, monitoring, linking/brokering, chairing interdisciplinary team meetings, report writing, and emergency intervention. The CSB provides this full case management responsibility and authority for all individuals receiving Medicaid Waiver services.
  - b. Active Case Management: includes assessment, planning, monitoring, linking/brokering, chairing interdisciplinary team meetings, report writing, and emergency intervention. The CSB provides this intensive case management to those individuals not funded through Medicaid.
  - c. Limited Case Management: responsibilities are defined by the CSB to include emergency intervention, referral to services, and monitoring. The CSB provides it to individuals not in need of active or targeted case management.
- 7.2 The CSB is responsible for quality assurance reviews by programs directly operated or funded by the CSB, or funded through Medicaid Waiver.
- 7.3 The CSB is responsible for contracting with qualified contractors to provide vocational and day support services.
- 7.4 The CSB directly operates, with the Virginia Department of Rehabilitative Services, a supported employment program called Cooperative Employment Program.
- 7.5 The CSB provides coordination of transportation with specialized transportation providers.
- 7.6 The CSB provides many opportunities for training. (e.g., all mandated training)
- 7.7 CSB is responsible for contract management and technical assistance for all contracted private providers of services to people with mental retardation/autism. Much of the contract management is done in conjunction with the County's Department of Purchasing and Supply Management and Department of Administration for Human Services Contracts Management.
- 7.8 The CSB will conduct monitoring activities which will include at a minimum, site visits, review of individual records both at the program site and at the CSB, review of the annual audit and possibly monthly financial statements. There will be a review every 6 months or as requested by the CSB with program identified staff to discuss ideas, recommendations, issues and/or concerns that either party may have regarding contractual issues. Either the Contractor or CSB may request additional meetings or reviews of contract related issues at any time during the course of the contract period.

**8. TECHNICAL PROPOSAL SECTION INSTRUCTIONS:**

The offeror must submit the Technical Proposal in a separate binder containing the following information:

- 8.1 Requested information, once in the proposal, and cross-reference in other sections, if necessary. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. The County encourages the use of recycled paper and requests that proposals are printed on both sides.
- 8.2 An executive summary identifying the services or presenting the scope. The terms group home, supervised services, supportive services, or drop-in supports are suggested terms to

SPECIAL PROVISIONS (Continued)

use to identify the services proposed.

- 8.3 Characterize the target population to be served in the proposed program(s) through brief description of individuals or other demographic or service need descriptors-**DO NOT USE ANY IDENTIFYING INFORMATION ABOUT ACTUAL CONSUMERS**. Identify actual number of individuals to be served by category (e.g. number in each proposed group home, supervised services, supportive services, drop-in support services).
- 8.4 A description of the operation of the services the proposed program will provide (Ref. Special Provisions paragraph 4). If the offeror is proposing more than one service, indicate the relationship between or among the services and include a flow chart if appropriate. Innovative suggestions for providing residential services are strongly encouraged and should be included in this section. Continue by describing program planning, provision and documentation, staffing resources including a training and development plan, and provide evidence of information required regarding policies, procedures, and program evaluation. Evidence of policies and procedures can be submitted as a table of contents only
- 8.5 Provide details of the agency program evaluation process.
- 8.6 Include the grievance and appeal procedures for individuals.
- 8.7 Identify primary agencies the offeror expects to engage in cooperative or joint planning or programming.
- 8.8 Describe the capability for serving individuals who have physical disabilities, are severely medically involved, and/or are speech, hearing, or vision impaired. Also describe the capability to provide behavioral supports for individuals with challenging behaviors. Identify staff who will provide behavioral supports and staff training.
- 8.9 Describe strategies for providing services to individuals of diverse languages and cultural backgrounds.
- 8.10 Provide concise explanation of any proposed use of subcontractors or consultants.
- 8.11 Provide in detail a description of the steps that the organization must take to perform required tasks in a timely manner including a description of proposed facility(ies), if appropriate. Provide a specific timetable for acquiring a facility if the proposed program is not currently in a facility but the program design requires a facility. If more than one facility is proposed to be used, describe each facility fully. Describe the physical layout, identify the location and describe its access to public transportation. If the program design does not include the need for a residential facility (i.e. only supportive residential services), include a description of the facility used as an office.
- 8.12 Briefly relate the organization's history. Identify all current or previous programs conducted. If public funding was received, indicate the source of funding and individuals that can be contacted as references for more information regarding previous performance. At least two (2) references should be provided. Include a description of governance and decision-making procedures, and an organization chart.
- 8.13 Describe organization's chain of command and staffing. Include the date of charter or incorporation, current membership of the board of directors (including officers and terms of office), organization's current by-laws, and other pertinent information. Describe the relationship among the board of directors, the executive director (or chief administrative officer) and clinical staff. Identify who holds major responsibility to promulgate policy and/or rules and describe how policy is communicated to staff and implemented. Include a description of how implementation procedures are monitored and evaluated. Describe the proposed management team by name, title and function. Describe in detail how service responsibilities will be provided and how they will be managed. Provide a proposed

SPECIAL PROVISIONS (Continued)

organizational chart. Describe the assignment of staff to tasks ensuring that job titles on the organizational chart match those on staff resumes.

- 8.14 Provide proof of DMHMRSAS licensure and proof of Medicaid vendorship, if appropriate.
- 8.15 Provide a listing or table of contents of the Administrative Policies and Procedures. Include an individual/consumer handbook indicating orientation procedures for individuals, rights, responsibilities, and roles, and any other information applicable to participation in the contractor's services.
- 8.16 Identify all proposed staff and provide up to date resumes for all staff of the organization who will directly or indirectly provide a service to the CSB client. Resumes should include the staff person's current job title. The term "staff" includes the corporate head, agency director and all program management staff. It also includes all employees who provide training, rehabilitation, and/or supports. Include up to date job descriptions for all positions. Submit a listing or table of contents of its Personnel Policies and Procedures. The CSB reserves the right to request review of the actual personnel policies and procedures during the contract period if an issue should arise regarding it.
- 8.17 Elaborate on the type of training that will be provided to those individuals receiving residential services who are going to be utilized in the capacity of staff. Indicate the method of determining a fair and commensurate wage, and the identity of the agency staff who will be supervising the individuals.
- 8.18 Provide a training and development plan, a schedule of proposed pre-service and in-service training topics as well as a plan for ensuring that all staff receive the training they need to perform their jobs satisfactorily. Include a schedule for the upcoming year listing the number of days or hours of pre-service and in-service training. Identify proposed topics and, if known, suggested trainers or curriculum.
- 8.19 Identify ALL revenue opportunities such as willingness to participate in cost share program or approval as Medicaid Waiver provider.
- 8.20 All offerors who propose services which require transport of individuals during the course of the program shall propose how they will ensure the safety of individuals, whether in staff member's private automobiles, or company owned vehicles. Information provided shall include minimum standards for drivers, minimum insurance expectations, minimum maintenance requirements as well as a procedure addressing the use of private staff vehicles.
- 8.21 Include a copy of the incident reporting form with your proposal.
- 8.22 Indicate the program goals, objectives and proposed outcomes; a plan for meeting the goals, objectives and outcomes; and recommendations for program improvement. Describe the program evaluation process by providing a short narrative description of how the measures were determined and how data was collected.
- 8.23 Identify which jurisdiction's CSB Human Rights Implementation plan will be used.
- 8.24 Offerors are cautioned that organization of their response, as well as thoroughness of response is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner. Offerors shall be able to provide services to individuals of diverse languages and cultural backgrounds reflective of the population found in Northern Virginia. and should describe strategies for providing this support.

SPECIAL PROVISIONS (Continued)**9. BUSINESS PROPOSAL SECTION INSTRUCTIONS:**

- 9.1 The offeror, must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The forms for the Vendor Rate Package is referenced as attachment I to Appendix B. These forms are in the Excel format. Other computer generated forms may be substituted for these forms as long as the information is presented in the same format. Please note that for each service or site proposed, the number of individuals to be served is requested. **Offerors shall complete in full and submit the application package as the Business Proposal in response to this RFP.** A set of instructions on completion of these forms is listed in Appendix B.
- 9.2 Offerors are requested to project the amount of Medicaid Waiver revenues (if applicable), revenues from other public funding sources (if applicable), individual fees and cost-share revenues (if applicable) in their business proposals. Details are provided in **Appendix C**. In addition, offerors are reminded to include references to other programs or projects if a central management or administrative cost center is spread across numerous sites. Sufficient details should be provided so that a clear understanding of how and to what extent these management and administrative costs are spread across all program sites, regardless of funding sources. The offeror must provide a copy of their most recently completed audit or financial statement.

**10. PRICING:**

- 10.1 The subsequent contract will be a firm-fixed price contract. The fee(s) will remain firm for each Fairfax County fiscal year, and will include all charges that may be incurred in fulfilling the requirements of this contract minus co-payments such as individual fees, Medicaid revenues or cost share revenues, as appropriate, which are the responsibility of the contractor.
- 10.2 Changes in cost for subsequent yearly contract renewals will be based on availability of additional funding support authorized by Fairfax County. These adjustments, if available, will be inflationary increases associated with personnel-based contracts and will be based on a factor provided by the Department of Management and Budget. Reductions in County funding may be deemed appropriate if non-CSB funding sources such as Medicaid Waiver, cost share funding or individual fees increase while provider expenditures remain fixed. Fairfax County will serve as the final funding source up to the approved expenditure level after all alternative revenue sources is maximized.
- 10.3 The CSB will negotiate with the Contractor an approved expenditure level, the required amount of individual fees, contractor fund-raising, in-kind contributions and federal support (as appropriate) as well as projected Medicaid Waiver payments to the contractor in order to match expected revenues to projected expenditures.

**11. REQUIRED SUBMITTALS**

- 11.1 Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. An Offeror's failure to provide the documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

**12. SUBMISSION OF PROPOSAL:**

- 12.1 One (1) original (duly marked) and five (5) copies of the Technical proposal, and one (1) original (duly marked) and five (5) copies of the Business proposal are due to the Bid Clerk at the following address:

Department of Purchasing and Supply Management  
 12000 Government Center Parkway, Suite 427  
 Fairfax, Virginia 22035-0013

SPECIAL PROVISIONS (Continued)

Telephone: 703-324-3201

- 12.2 All proposals should be submitted on letter size (8 ½" x 11") paper and may be copied double-sided. All pages should be numbered, and a complete table of contents should be provided for easy referencing. The table of contents should correlate the title and number of the item (by paragraph and subparagraph number) responded to, with the appropriate page number of the offeror's proposal and should cross-reference the corresponding section in the RFP. Information regarding the attachments should be included in the table of contents, and all pages of the attachments should be numbered sequentially for the proposal. The offeror's response for any item shall be confined to information requested in that item.
- 12.3 Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.
- 12.4 Each original and set of the five (5) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32), duly signed.
  - b. Technical proposal, along with identification of types of services and number of individuals proposed to be served in each service. (Ref. Special Provisions, paragraph, 8 **TECHNICAL PROPOSAL SECTION INSTRUCTIONS**.)
  - c. Business proposal as required in the Special Provisions paragraph 9, **BUSINESS PROPOSAL SECTION INSTRUCTIONS**. (Appendix B must be included in the Business proposal).
- 12.5 The Technical Proposal must **not** include price information, must be submitted in a separate binder, and must contain the following information:
- a. Organization Name and Address: Name of firm submitting proposal; main office address; telephone and fax number; when organized; if a corporation, when and where incorporated; and appropriate Federal, State, and County registration numbers.
  - b. Title Page: A title page must be submitted and signed by one or more authorized representatives of the offeror. The signer(s) shall then be considered the only authorized representative(s) for any ongoing negotiation.
- 12.6 By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.
13. **LATE PROPOSALS:**
- 13.1 **Proposals received in the Office of the County Purchasing Agent after the date and time prescribed will not be considered for contract award and shall be returned to the offeror. An electronically stamped receipt for delivery is available.**
14. **PERIOD THAT PROPOSALS REMAIN VALID:**
- 14.1 Each Offeror agrees that proposals will remain firm for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.
15. **CONTACT FOR CONTRACTUAL MATTERS:**



SPECIAL PROVISIONS (Continued)

- 15.1 The person to contact concerning contractual matters pertaining to this Request for Proposal is:

George Bright, CPPB, Contract Administrator  
 Department of Purchasing and Supply Management  
 Telephone: (703) 324-3215  
 e-mail: george.bright@fairfaxcounty.gov

- 15.2 The person to contact concerning technical matters pertaining to this Request for Proposal is:

Ellen M. Einstein, Director, Residential Services  
 Community Services Board, Mental Retardation Services  
 Telephone: (703)324-4431  
 e-mail: ellen.einstein@fairfaxcounty.gov

**16. KEY PERSONNEL:**

- 16.1 The personnel named in the technical proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

**17. TRADE SECRETS/ PROPRIETARY INFORMATION:**

- 17.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, they must invoke the protections of this section prior to or upon submission of the data or other materials.
- 17.2 The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

**18. SUBCONTRACTING:**

- 18.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. A listing of registered firms by relevant trades or specialties is added to this solicitation package as subcontractors listing which can be obtained at [www.fairfaxcounty.gov/dpsm/solic.htm](http://www.fairfaxcounty.gov/dpsm/solic.htm). In addition, a listing of local, state and federal sites as well as proprietary business data providers may be obtained from the Fairfax County Economic Development Authority website, under the Business Database Resources link: <http://www.fairfaxcountyyeda.org/>.
- 18.2 Upon award of contract, the prime contractor(s) agrees to make maximum effort to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County as a small, minority-owned, and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. (Reference Appendix B)

**19. PRE-PROPOSAL CONFERENCE:**

- 19.1 A pre-proposal conference will be held on April 30, 2003, at 10:00 A.M. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, Fairfax, Virginia, 22035. Attendees requiring special services are asked to provide their requirements to the County one-week in advance to allow for accommodation.
- 19.2 The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

SPECIAL PROVISIONS (Continued)**20. BASIS FOR AWARD:**

- 20.1 The County of Fairfax will make multiple awards for this service based on the requirements contained in this RFP and the evaluation criteria listed in paragraph 20.4 below.
- 20.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the business proposals of the highest ranked offeror(s) will then be reviewed.
- 20.3 Based on the results of the preliminary evaluation, multiple offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with multiple offerors. At this time, the offerors and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County.
- If a satisfactory contract cannot be negotiated with an offeror, negotiations will be formally terminated. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 20.4 **Proposal Evaluation Criteria:** The following factors will be considered in the award of this contract:
- a. Depth of Response to TASKS TO BE PERFORMED (Ref: Special Provisions paragraph 5.1 through 5.16)
  - b. Qualifications (Ref: Special Provisions paragraph 6)
  - c. Depth of Response to TECHNICAL PROPOSAL SECTION INSTRUCTIONS (Ref: Special Provisions paragraph 8.1 through 8.24)
  - d. Reasonableness of the Cost of Services: offeror's ability to combine a variety of revenue sources such as Medicaid Waiver, individual fees or fund raising to most efficiently match with CSB requested funds. Offeror's ability to present expenditures which are responsive to individual needs but efficiently use public funding resources.
- 20.5 Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 20.6 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 20.7 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.
- 20.8 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

SPECIAL PROVISIONS (Continued)**21. ORDER OF PRECEDENCE:**

- 21.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

**22. PURCHASE ORDER:**

- 22.1 A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports.
- 22.2 The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- 22.3 Services are not to begin until receipt of the purchase order and/or other notification by the County Purchasing Agent to proceed.

**23. INSURANCE:**

- 23.1 The Contractor will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 23.2 The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
  - c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
  - d. The Contractor agrees to maintain Professional Liability and/or Medical Malpractice Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.

SPECIAL PROVISIONS (Continued)

- e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    - 2. The only exception to this are insurers of the London Syndicate and other recognized British and European insurers who are not rated by Best Guide.
  - g. Hold-harmless and Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
  - h. The Contractor will provide an **original**, signed Certificate of Insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
  - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry personal property insurance on all equipment installed and maintained on the premises.
- 23.3 No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 23.4 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 23.5 The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability, Professional Liability and/or Medical Malpractice Liability insurance policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 23.6 If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.
- 24. DATA SOURCES:**
- 24.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.
- 25. SAFEGUARDS OF INFORMATION:**
- 25.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.
- 26. ACCESS TO AND INSPECTION OF WORK:**
- 26.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the

SPECIAL PROVISIONS (Continued)

work being performed under this contract wherever it may be in progress or preparation.

**27. DELAYS AND SUSPENSIONS:**

- 27.1 The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.
- 27.2 The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that was to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

**28. CHANGES:**

- 28.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 28.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

**29. PROJECT AUDITS:**

- 29.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;
  - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 29.2 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 29.3 Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 29.4 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and

SPECIAL PROVISIONS (Continued)

Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

- 29.5 Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

**30. REPORTS AND INVOICING:**

- 30.1 The Contractor(s) must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report
- 30.2 The contractor shall submit no later than ten (10) business days following the month the supportive services were provided an invoice for supportive services rendered during the preceding month. The contractor shall submit fifteen (15) business days before the beginning of each quarter an invoice for group home or supervised services scheduled during the upcoming quarter. Each invoice shall provide information that is required by the negotiated contract. The submission of required reports by the contractor must occur **before** full payment is made to the contractor by Fairfax County.
- 30.3 The contractor shall meet the reporting requirements outlined in section 5.13. In addition the contractor shall provide the following:
- a. Copies of all incident reports, to be sent to the CSB Residential Manager for dissemination.
  - b. Complete independent annual audit, including notes and management letter in support of the services provided. Fairfax County or it's authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions.

**31. PAYMENTS:**

- 31.1 Payments will be made to the contractor in either monthly or quarterly installments by the CSB depending on the negotiated payment terms. For group home and supervised services, the CSB may provide quarterly payments at the beginning of each quarter. For supportive services, the CSB will provide monthly reimbursement after services are provided. Collection of Medicaid revenues and individual fees is the full responsibility of the contractor. In all cases, revenues from Medicaid Waiver, individual fees and cost share support, as appropriate, will be applied to the approved expenditure level per site and the CSB will pay the net amount after these other revenues are collected by the contractor. If a contractor operates more than one site supported by the CSB and revenues at one site exceed approved expenditures (such as Medicaid Waiver funds), the contractor must assign any surplus funding to be applied to other sites supported by the CSB.
- 31.2 Collection of consumer fees will be in accordance with the CSB Fee Policy and will be the responsibility of the contractor.
- 31.3 Upon receiving an invoice, the County may pay the contractor quarterly in advance of group home and supported services provided the invoice is received fifteen (15) business days in advance of the beginning of the quarter in which the services will be provided.
- 31.4 Reimbursement for supportive services rendered will be made based on submission of invoice ten (10) days following the month in which the services were provided of a property completed monthly invoice reflecting the amount of services actually provided.

SPECIAL PROVISIONS (Continued)

31.5 CSB reserves the right to renegotiate with vendors when there is a change in:

- a. Funding availability for a consumer (such as a change in Medicaid Waiver status) or
- b. The configuration of a group home due to consumer movement or
- c. Changing service needs of individuals.

If this renegotiation results in a change in the amount payable to the vendor by the CSB, the CSB will use this reconciliation to revise the contract by preparing an amendment and adjusting payment amounts, as needed.

**32. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

32.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

**33. NEWS RELEASE BY VENDORS:**

33.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**34. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

34.1 Extension of Contract: Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Metropolitan Washington Council of Governments member jurisdictions and other Jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer. (Reference Appendix B)

34.2 It is the awarded vendor's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).

34.3 Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

34.4 Fairfax County **shall not** be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

SPECIAL PROVISIONS (Continued)**35. COMMUNITY SERVICES PERFORMANCE CONTRACT:**

- 35.1 All contractors must be in compliance with all applicable sections of the ANNUAL *State Community Services Performance Contract for the Purchase of Community Mental Health, Mental Retardation, and Substance Abuse Services*, as promulgated by the Virginia Department of Mental Health, Mental Retardation, and Substance Abuse Services (DMHMRSAS). A hard copy this document is available from the Fairfax-Falls Church Community Services Board. An online version is available from DMHMRSAS web site: <http://www.dmhmrzas.state.va.us> . The County's contract special provisions will prevail should there be any conflict between the CSB conformance statement and the County's contract provisions.

**36. SPECIAL REQUIREMENTS FOR FAIRFAX COUNTY LOCATIONS:**

- 36.1 At all Fairfax County locations, Contractors shall:
- a. Sign in and out as required at County sites, as well as obtain any necessary visitor documentation;
  - b. Require all technicians visiting or on-site deployed at a County site to display picture identification in plain sight clearly stating the name of the technician and the company;
  - c. In the case of on-site deployment of contractor staff in County managed facilities, the contractor shall inform its employees of requirements outlined in the site license agreement for the use of County space covering permitted and prohibition activities;
  - d. For all employment changes, call the County's designated contact person before deployment of new personnel.

**37. REFERENCE DOCUMENTS:**

- 37.1 Appendix A: General Conditions and Instructions to Bidders  
 Appendix B: Business Proposal (Vendor Rate Package & Attachment )  
 Appendix C: CSB Fee Policies



# COUNTY OF FAIRFAX

## COMMONWEALTH OF VIRGINIA

### GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**1. AUTHORITY-** The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

#### **2. DEFINITIONS-**

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

**BEST VALUE:** As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

**COUNTY:** County of Fairfax.

**GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**OPEN MARKET PROCUREMENT (OMP):** A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

**PROFESSIONAL & CONSULTANT SERVICES:** Any type of professional service which is either: 1) performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

**PURCHASING AGENT:** The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

**CONDITIONS OF BIDDING**

**3. BID FORMS-**Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

**4. LATE BIDS & MODIFICATIONS OF BIDS-**

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
  2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

**5. WITHDRAWAL OF BIDS-**

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
  1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
  2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
  - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS-**When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS-**All solicitation packages will contain a special mailing envelope which should be used to ensure proper handling of bids submitted. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used and identified with the solicitation number, subject, and date/time of opening/closing.
- 8. COMPLETENESS-**To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-**Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-**Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-**Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-**For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-**Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-**All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>.
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES-**Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS-**In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the County's Procurement Opportunities List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Procurement Opportunities List.
- 17. BIDDER INTERESTED IN MORE THAN ONE BID-**If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

**18. TAX EXEMPTION-**The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

**19. PROHIBITION AGAINST UNIFORM PRICING-**The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

### **SPECIFICATIONS**

**20. QUESTIONS CONCERNING SPECIFICATIONS-**Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

**21. BRAND NAME OR EQUAL ITEMS-**Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

**22. FORMAL SPECIFICATIONS-**When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**23. FEDERAL SPECIFICATIONS-**Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

### **AWARD**

**24. AWARD OR REJECTION OF BIDS-**The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

**25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-**A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any addenda/amendments/Memoranda of Negotiations

**26. TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

**27. PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

**28. INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

**29. DEFINITE BID QUANTITIES-**Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

**30. REQUIREMENT BID QUANTITIES-**On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**CONTRACT PROVISIONS**

**31. TERMINATION OF CONTRACTS-**Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

**32. TERMINATION FOR CONVENIENCE-**A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

**34. CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

**35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-**It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

**36. FUNDING-**A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

**37. DELIVERY/SERVICE FAILURES-**Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

**38. NON-LIABILITY-**The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

**39. NEW GOODS, FRESH STOCK-**All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

**40. NON-DISCRIMINATION-**During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

**41. OFFICE OF SMALL BUSINESS-**

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
- d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.
- e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

**42. GUARANTEES & WARRANTIES-**All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

**43. PRICE REDUCTION-**If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

**44. CHANGES-**Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

**45. PLACING OF ORDERS-**Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

**DELIVERY PROVISIONS**

**46. SHIPPING INSTRUCTIONS - CONSIGNMENT-**Unless otherwise specified in the solicitation each case, crate, barrel, package, etc.,

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the storekeeper at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

**47. RESPONSIBILITY FOR SUPPLIES TENDERED**-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**48. INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

**49. COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

**50. POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

**51. ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

**52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

**54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

**55. REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

**56. PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

**BILLING**

**57. BILLING**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:



GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

- a. Fairfax County Public Schools  
Assistant Superintendent - Financial Services  
10700 Page Avenue  
Fairfax, Virginia 22030
- b. County of Fairfax  
Department of Finance  
P. O. Box 1327, Drawer A  
Fairfax, Virginia 22035
- c. Fairfax County Redevelopment and Housing Authority  
Finance Division  
3700 Pender Drive, Suite 300  
Fairfax, Virginia 22030-7444
- d. Fairfax County Park Authority  
12055 Government Center Parkway  
Suite 927  
Fairfax, Virginia 22035-1118

**PAYMENTS**

**58. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

**59. PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

**60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

**GENERAL**

**61. GENERAL GUARANTY**-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

**62. SERVICE CONTRACT GUARANTY**-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

contract.

- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

**63. INDEMNIFICATION-**Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**64. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

**65. LICENSE REQUIREMENT-**All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: [http://www.fairfaxcounty.gov/dta/business\\_tax.htm](http://www.fairfaxcounty.gov/dta/business_tax.htm). The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

**66. REGISTERING OF CORPORATIONS-**Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

**67. COVENANT AGAINST CONTINGENT FEES-**The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**68. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

**BIDDER/CONTRACTOR REMEDIES**

**69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
  - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
  - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
    - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
  - 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  - 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
  - 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

**70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

**71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

**72. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**73. CONTRACTUAL DISPUTES-**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**74. LEGAL ACTION-**No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

**75. COOPERATIVE PURCHASING-**When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

**76. PROFESSIONAL AFFILIATION-**The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study,

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER (Continued)

discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

**77. DRUG FREE WORKPLACE-**During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**APPROVED:**

/S/ David Bobzien  
**COUNTY ATTORNEY**

/S/ Cathy Muse  
**COUNTY PURCHASING AGENT**

**RFP CHECKLIST**

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

EMAIL Address: \_\_\_\_\_

**A detailed description of cost elements must be submitted as part of the business proposal.**

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions Pages 1 through 22
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, BPOL Form, COG Rider, SBE Schedule, Subcontractor's Notification Form, Vendor Rate Package).
- E. Appendix C (CSB Fee Policies)

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Submission

# VENDOR RATE PACKAGE

%%%%%%%%

## NORTHERN VIRGINIA ASSOCIATION COMMUNITY SERVICES BOARDS

REVISED JANUARY 2000

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# SECTION I

## APPLICATION SPECIFICS

## **SECTION I – APPLICATION SPECIFICS**

### **APPLICATION SPECIFICS**

- A. Introduction: The forms which follow in this section are to be completed by the applicant agency, signed by its duly authorized representative, and submitted to the Purchase of Service Supervisor prior to:

1. Initial Agreement/rate negotiation; or
2. Some interim rate/quality changes as determined by the negotiator; or
3. Renewals for a subsequent Agreement involving rate/quality change.

Before beginning to complete the package forms, the applicant must determine on Form 2, number 11 the proposed budget beginning and ending dates. The proposed year is the year on which the rates will be based. This period should not be more than one year. The applicant shall use the dates used for budgeting in his agency. The applicant should indicate and discuss the periods of time to be shown whenever it is necessary to use one or more periods of less than one calendar year duration. The Current Year figures used should be actual figures for the completed portion of the year expanded by estimating for the rest of the Current Year period. The prior year figures should match the figures in the agency's independent audit for that period.

Before beginning to complete the package forms, the applicant may also note that certain portions of the package may be omitted for the reasons specified on Form 1.

A single Service Agency is one which provides only one service.

The application is designed so that all revenues and expenses of the agency shall be disclosed.

Complete instructions for completing the forms in the Purchase of Service Vendor Application forms will be found in Section II of the cost proposal package.

- B. Allowable and Unallowable Budget Expenditures

Each agency is expected to employ sound management policies in fulfilling its obligations. Each should be responsible for employing whatever form or organization and management techniques necessary to assure proper and efficient administration.

Total cost is the sum of the allowable direct and indirect cost allocable to the service/contract less any applicable credits. Any generally accepted accounting method of determining or estimating costs that is equitable under the circumstances may be used.

The budget forms contain categories such as employee compensation, occupancy, travel, supplies, and they require allowable and unallowable costs to be shown. However, unallowable costs must be listed in the column labeled "Excluded and/or Unallowable" and deducted to derive the "Revised Budget". The allowability of individual budget expenditure is determined by:

Reasonableness - Whereby costs not exceed that which would be incurred by an ordinarily prudent person in the conduct of competitive business, as follows:

1. The cost is generally recognized as ordinary and necessary for operation.
2. Restraints and requirements imposed by generally accepted sound business practices, arms length bargaining, and Federal State laws and regulations are used.
3. The action is in line with those which a prudent agency would take concerning its responsibility to the organization, the public, the government, its employees, its clients, etc.
4. There are no significant deviations from the established practices of the agency.

Allocability - Whereby costs are assignable or chargeable to a particular cost objective in accordance with the relative benefits received, as follows:

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1. The cost is incurred specifically for the contract/service.
2. Any combined costs can be distributed in reasonable proportion to the benefits received.
3. The cost is necessary to the overall operation of the agency.

Allowable costs are as follows:

1. Advertising - solely for:
  - a. recruitment of personnel required for performing obligations arising under the contract;
  - b. procurement of scarce items for performance of the contract;
  - c. disposal of scraps of surplus acquired in the performance of the contract; and
  - d. providing services specified in the contract.
2. Bidding Costs - which are the preparation of bids and applications including scientific, engineering and cost data necessary to support the bid or application if they are incurred within the contract period.
3. Bonding Costs - which are assurances against financial loss due to theft, default, etc. and include such bonds as performance, bid, fidelity, etc. Allowable bonding costs are those which are:
  - a. provided for within the contract, and
  - b. required by the agency in the general conduct of operations, providing the
  - c. rates and premiums are reasonable under the circumstances.
4. Civil Defense Costs - which are undertaken on the agency's premises in response to suggestions or requirements of civil defense authorities when they are allocated to all the work of the agency. (Capital assets obtained through civil defense costs must be charged with depreciation or use charges along with other fixed assets.)
5. Compensation for Personal Services - to the extent that they are:
  - a. related to the contract work;
  - b. reasonable for the services rendered; and
  - c. comparable to that paid for similar work in the labor market.

Compensation includes salaries, wages, employees' insurance, vacations, holidays, sick leave, unemployment insurance, etc.
6. Capital Expenditures - which are the cost of equipment, buildings, and building and equipment repairs which materially increase the useful life or value of the buildings or equipment but only when the repairs are provided for in the contract. These costs must be accounted for only through depreciation or use allowances as explained in (7) below.
7. Depreciation and Use Allowances - which are the compensation of the agency for the use of buildings, capital improvements, and usable equipment on hand by either depreciation or use allowances, as follows:
  - a. Depreciation is a charge to current operations which distributes the cost of fixed assets less a residual value over the estimated useful life of the asset, provided adequate records are maintained to account for the fixed assets. No depreciation, rental or use allowance will be allowed on fully depreciated assets.
  - b. The use allowance method can be used on agencies that do not have adequate records to use depreciation but have a reasonable and justifiable estimate of acquisition cost. Use allowance for buildings and improvements is to be computed with an annual rate not to exceed 2% of acquisition cost. Use allowance for equipment is to be computed with an annual rate not to exceed 6 2/3% of acquisition cost.

When depreciation is used, adequate property records must be maintained reflecting acquisition costs, salvage value, estimated useful life, and acquisition date. Assets acquired

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in prior years must be depreciated from their acquisition date. Depreciation and use allowances must be allocated to all activities of an agency unless adequate justification can be given for another allocation method.

8. Dues and Subscriptions - which are related to trade, professional, business and technical organizations and publications are allowable, provided the expenditure is not for membership in an organization which devotes a substantial part of its activities to influencing legislation.
9. Employee Morale, Health and Welfare Costs - which are benefits to an agency's employees to improve working conditions, employer - employee relations, and/or employee morale and performance such as vending machines, canteens, dormitory services, etc. are allowable after deduction of any revenue received from such activities and provided the net cost is reasonable.
10. Insurance - required by the contract and any other insurance maintained by the agency in connection with the general conduct of business is allowable provided the extent of coverage, rates and premiums are reasonable under the circumstances.
11. Labor Relations Costs - incurred in maintaining satisfactory relations between agency and its employees, such as management committees, employee publications, etc. are allowable when distributed over all activities of the agency.
12. Maintenance and Repair Costs - necessary for the upkeep of property are allowable provided they do not add to the permanent value of the property or extend its useful life.
13. Materials Costs - cost of consumable supplies to carry out the contract objectives are allowable and may include materials related to transportation. Any refunds, rebates, discounts, etc. must be deducted from the cost. Net costs are allowable.
14. Meetings and Conference Costs - which include meals, transportation and facility rental costs incidental to meetings and conferences with the primary purpose of dissemination of technical information pertaining to contract objectives are allowable.
15. Overtime Pay - when necessary to cope with emergencies due to accidents, natural disasters, equipment breakdowns, in residential programs to insure adequate staff coverage, is allowable.
16. Patent and Copyright Costs - which are costs of preparing disclosures, reports and other documents required by the grant/contract are allowable. Costs incurred in filing a patent application or copyright where title is not conveyed to the government is unallowable.
17. Professional Service Costs - of a legal, accounting, scientific, social work, etc. nature not provided by employees of the agency when the costs are reasonable in light of the services rendered, and when the services rendered are required and are outside the ability of the agency personnel to perform, are allowable.
18. Publications and Printing Cost - for reports to members and trustees and for taxing and regulatory bodies are allowable when allocated on an equitable basis over all agency activities.
19. Rearrangement and Alteration Costs - which are ordinary and normal are allowable when they are allocated on an equitable basis over all agency activities.
20. Recruitment Costs - not in excess of standard commercial employment agency rates are allowable when an agency maintains its own recruitment program, provided it is well managed. Operation of an employment office, operation of aptitude and educational testing programs, travel costs of employees engaged in recruitment, help wanted advertising, and reasonable travel costs of applicants are allowable when allocated on an equitable basis over all agency activities.
21. Relocation Costs - are allowable provided costs are in accordance with established policy consistently followed by the agency and do not exceed the employer's actual expenses, and

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do not apply to a move for less than 12 months, and provided that the following criteria are complied with:

- a. Transportation of only the new employee, his immediate family, and household and personal efforts to the new location is included.
  - b. Incidental costs incurred by the employee and his spouse in connection with acquiring a new home and lodging during the transition period does not extend to a period of more than 30 days.
  - c. Closing costs, brokerage fees, legal fees, appraisal fees, etc. incident to disposition of housing, do not exceed 8% of the sale of the property. Costs incurred in canceling an unexpired lease, in disconnecting or reinstating household appliances, or for insurance against personal property damage in connection with relocation are allowable, but only for currently employed staff. Such costs as loss on sale of a home, brokerage fees, legal fees, appraisal fees, etc. that are incurred in the acquisition of new housing are not allowable.
22. Rental Costs - for land, buildings, equipment, and other personal property are allowable if the rates are reasonable in light of such factors as rental costs of comparable facilities and market conditions in the area. Such costs must be allocated on an equitable basis over all agency activities.
  23. Security Costs - including the cost of items such as uniforms, wages, and equipment of personnel engaged in providing necessary security for agency facilities are allowable when equitably allocated over all agency activities.
  24. Severance Pay Cost - is allowable when required by law, employee/employer agreement, or established agency policy constituting an implied agreement.
  25. Taxes - directly associated with the contract activities are allowable excluding any fines, penalties, or interest.
  26. Training and Educational Costs - including on-the-job training and part-time undergraduate or post graduate college level education is allowable when it is related to the job requirements of the employee who is trained or educated. Allowable costs are those for training materials, textbooks, fees and tuition charged by the institution, and compensation of employees for time spent attending classes during working hours (not to exceed 156 hours per year) if classes are not taught after working hours.
  27. Transportation Costs - inbound for freight, express, cartage and postage relating to purchased goods are allowable.
  28. Travel Costs - including transportation, lodging, subsistence, and incidental expenses of travel incurred by agency personnel while on official business are allowable except that the difference between regular and first class air accommodations is unallowable.

Unallowable costs are as follows:

1. Bad Debts - including uncollectible amounts, claims, and related legal expenses, are unallowable.
2. Civil Defense Costs - including donations to civil defense projects and funds, are unallowable.
3. Contingencies - which are costs related to any possible future event or condition as yet indeterminable in amount. Contingency costs are unallowable.
4. Excess Facility Costs - that is completely unused facilities in excess of the agencies current need, are unallowable.

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5. Entertainment Costs - which are costs of amusements, diversion, social activities, ceremonials, and costs, relating thereto, such as meals, lodging, rentals, transportation, and gratuities are unallowable.
6. Cost of Losses - on any grant/contract are unallowable for this application.
7. Organization Costs - which include incorporation fees, attorney fees, accountant fees, broker fees, organizer fees and promoter fees in connection with organization or reorganization, are unallowable.
8. Profits and Losses on Disposition of Fixed Assets - however represented are unallowable.
9. Public Information Services Costs - which are for fund raising appeals are unallowable.
10. Publication and Printing Costs - including composition, printing, presswork, binding, promotion, mailing, and handling are unallowable except for reports to members, trustees, taxing, and regulatory bodies.

Any other cost listed in the allowable column with conditional requirements which are not met are unallowable.

Particular items of cost not mentioned above may be determined allowable or unallowable based on the treatment provided for similar or related items of cost.

C. Included and Restricted Revenue

Your contract negotiator must balance the conservation of public funds with the equally important need of the applicant to produce an equitable return, whether for profit or for non-profit growth. In order to do this, the negotiator needs information concerning your revenue.

Application of applicable credits is described in federal regulations which provide that federal funds are available where the rate for services does not exceed a reasonable level which will assure quality of service. For this purpose, we require the applicant to identify revenue from all sources and this revenue shall be deducted from costs to establish a reasonable and competitive rate unless the revenue bears certain restrictions supported by documentation. These categories of restrictions allowed are as follows:

1. Production Revenue - that is revenue generated by the commercial/industrial operation of an organization. These funds should first be used to cover the commercial/industrial expenses of an organization. Any surplus production revenue is allocated at the organization's discretion.
2. Unallowable or Excluded Costs - that is, revenue which is restricted to be used in meeting costs which are excluded or unallowable in the budget forms in accordance with section III, B, Allowable and Unallowable Budget Expenditures.
3. Fees for Service - that is, revenue which is restricted to being used to pay fees for unfunded clients. Revenue which is restricted to pay fees for unfunded clients must be traceable through the applicant's fiscal records to each individual client for whom a fee is paid. Any amount of funds used to pay a higher fee than that paid for the service through Purchase of Service must be used to defray the unit cost in Purchase of Service rate negotiation, i.e. may not be shown as "Excluded and/or Unallowable" on the budget forms unless the vendor utilizes a fee scale and documents the fact that the amount in excess paid by some recipients is used to pay the balance due on lower scale recipients.
4. Endowment Contributions - that is, revenue which is restricted to placement into an endowment or trust fund, the principal of which is invested and not available to fund the applicant's operations (not to be confused with the income earned by investing the endowed principal which is unrestricted unless the applicant has a well documented policy of restricting such income).

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All other revenue shall be considered general operating revenue and will be used to defray the cost of providing services. Such revenue shall be distributed over services in the ratio that each service's costs bear to the total costs of all service programs.

### **D. Definitions of Budget Categories**

Following are definitions for the revenue and expense line items in forms 5 and 7 of the application:

#### **Revenue Categories:**

##### **4000 Contributions**

Include only cash amounts for which the donor receives no direct private benefits. They are, therefore, to be carefully distinguished from membership dues and program service fees, which represent payments made in return for direct, private benefits.

All contributions received directly from individual donors and organizations and not resulting from a federated fund-raising campaign are to be included in this classification. Amounts paid ostensibly as memberships, but which are, in fact, contributions, should be included here; likewise, the excess amount paid over the regular membership fee should also be included here.

The following are examples of sources of support to be reported in this category:

- o Individuals, including an agency's own board members, employees and their acquaintances
- o Corporations and other businesses
- o Foundations and trusts
- o Contributions in response to door-to-door, mail, and other solicitations conducted by an agency itself
  - o Fraternal, civic, social and other unrelated groups (i.e., direct contributions -- excluding contributions raised through organized campaigns)
- o Legacies and Bequests

In those cases where cash amounts received from one or more sources are significant in relation to the agency's total direct support, such amounts should be reported by source. Not to be included here, however, is support provided by governmental agencies, or other support discussed below.

##### **4200 Special Events**

The "Special Events" classification is provided to reflect support and incidental revenue derived from all of an organization's special fund-raising events during the period of the report. These are affairs in which something of value is offered directly to participants for (or in anticipation of) a payment and a contribution adequate to yield revenue for the sponsoring agency over the above direct costs and expenses. Dinners, dances, bazaars, card parties, fashion shows, and cookie, candy and greeting card sales are examples of special fund-raising events. With the exception of special situations noted below, telethons and other forms of TV and radio entertainment are, as a rule, not considered "Special Events" for public reporting purposes. Contributions received in response to appeals of these types are to be reported as ordinary contributions; and expense attributable to the appeals, as fund-raising expenses.

##### **4700 Allocated by Federated Fund-Raising Organizations**

All allocations, appropriations and other forms of financial support received or receivable from federated fund-raising organizations are to be reported in this classification, e.g. United Way of America.

##### **4800 Allocated by Unassociated and Non-Federated Fund-Raising Organizations**

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This category is provided for reporting support derived from fund-raising campaigns that is received from specialized fund-raising organizations that are not associated with "Federated Fund-Raising Organizations". It is to be used to report allocations to an agency which result from independent non-federated campaigns for multiple-agency support, e.g., those conducted by some large plants, by charity-support organizations within trade associations, by Easter Seals Society, or by March of Dimes. It is recommended that the specific sources be identified.

### **5500 Grants from Governmental Agencies**

All support and revenue that an agency received from governmental, federal, state, or local grants is to be reported in this classification. Governmental payments of service fees (third party payments) on behalf of individual clients should not be included here. Fees for service from governmental agencies should be reported in category 6800 as a memo item. The sources and kinds of governmental grants should be identified.

### **6000 Total Memberships Dues - Individuals**

This caption is to be reserved for amounts received by an organization for personal Memberships that procure directly for the member substantial, private benefits commensurate in value with the amount of the dues. Substantial direct, private benefits include the use of agency recreational, consulting and other facilities and services. The right to receive directly useful publications, or the enjoyment of a professional standing or other honor.

Voting rights alone are not sufficient to qualify a payment as a membership payment. Newsletters must, in many instances, be also rejected as an insufficient benefit to qualify a payment as a membership. If a newsletter type publication has no other function than to keep a member informed of general activities of an organization, its direct usefulness to the recipient is highly questionable. "Contributing and sustaining" memberships implicitly require scrutiny for proper reporting. Their distinguishing titles require that there be an alternative, "regular" membership and imply a difference in rates is charged. If the regular membership in fact, qualifies as a "time" membership, as just defined and if the benefits offered for "Contributing" or sustaining membership are not in fact, greater corresponding to the difference in charge, then the difference between the charge collected and the rate for a regular membership properly belongs in "Contributions". In other words, this caption is intended to include payments for bonafide membership benefits only. When the benefits are not of a value reasonably related to the fee charged, the payment should be reported as "Contributions."

### **6400 Total Production Income (On-Site/Off-Site)**

Sales of any goods or services such as manufactured goods, packaging, janitorial services, lawn services, etc.

### **6500 Total Investment Income**

An organization may earn income from a variety of investments, from securities held for long-term investment or from short-term investments of temporarily idle cash to real estate and patents acquired through bequests and left unchanged for a period of years. Investment income may include interest, dividends, rentals, royalties, and even net earnings from activities, e.g., operation of an office building acquired through an endowment, conducted solely for the production of income.

### **6600 Total Gain on Investment Transactions**

This caption includes realized gains on investment transactions.

### **6700 Other Revenue**



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This caption needs no explanation, but if the revenue of an agency has been properly classified, very little should usually remain to be shown as "Other Revenue".

Transactions that may be run through a "revolving" or "transitory items" account can generally be designed, as they occur, for specific revenue and expense accounts. Many are recognizable as involving funds belonging to someone other than the agency. Thus, Custodian Funds are in no sense revenue to the agency. They should not appear at all. Others represent expense reimbursements that can be credited at once to specific expense accounts. The more frequently "suspense", "revolving", "transitory," and similar catch-all accounts are used, and the longer they are left unattended, the more difficult it becomes to avoid accumulating unidentifiable entries and an undesirably large total of other revenue.

### **6800 Total Program Service Fees - Memo only**

This caption includes all fees paid by a governmental agency (third party payments) or private party on behalf of a specific individual client for service provided to that client. Grants expected from governmental agencies should not be included here but in caption 5000 - "Grants from Governmental Agencies". Also included in this caption is revenue received from participants in an agency's program, i.e., from the public at large. This classification includes fee payments received for any services furnished by the organization. Whether an agency uses schedules of fees for different services or merely requests clients to pay what they feel they can afford, any payments solicited or suggested or accepted as a contribution in return for an agency's professional services belong in this classification. Some agencies account for fees by recording them at established standard rates for services rendered, then apply "allowances" to reduce the standard to the amount actually charged in each case. Such agencies should report as "Total Program Service Fees" only the net actually charged.

### **Expense Categories**

#### **7000 Employee Compensation and Related Expenses**

##### **7001 Salaries**

This expense account group is reserved for salaries and wages earned by an agency's regular employees (full or part-time) and by temporary employees, including "Office Temporaries", other than consultants and individuals engaged on a fee basis. Salaries are compensation paid periodically for managerial, administrative, professional, clerical and other supportive services. Wages are compensation paid periodically on a piecework, hourly, daily or weekly basis for manual labor, skilled or unskilled, or a fixed sum for a certain amount of such labor.

##### **7002 Employer's Share of Employee Fringe Benefits and Taxes**

This expense account is reserved for amounts paid and accrued by an agency under its own or other (private) employee health and retirement benefit plans, including voluntary employee termination or retirement payments outside a formal plan and includes the agency's portion of the cost of premiums for accident insurance policies, or the agency's contribution required under a private funding plan; the agency's portion of the cost of premiums for life insurance policies, or the agency's contribution required under a private funding plan; the agency's portion of the cost of premiums for medical and hospital plan insurance policies, or the agency's contribution required under a private funding plan; the agency's portion of the cost of premiums for pension and retirement annuity insurance policies, or the agency's contribution required under a private funding plan; the amounts to pensioned employees as total or supplemental pension payments, paid after the employee has retired. No amounts should be included in this account for part-time or occasional services rendered by a retired employee; the cost of periodic payments (specified period, contingent or in perpetuity) made to any annuitant under an annuity agreement or contract. An annuity is a series of equal payments, at fixed intervals; the donor's right to receive such payment; and the donee's obligation to pay such payments. An annuity agreement is an agreement wherein money or other property is made available to another on condition that the recipient bind himself or herself to hold and administer the property and to pay the donor or other designated person a stipulated annuity ceasing with a specified date, event, or in perpetuity; and amounts paid to employees who

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have been terminated or retired voluntarily. Only payments outside a formal plan are reported here. This expense account also includes expenses for social security taxes, and compensation insurance premiums, payable by employers under Federal, state or local laws and more specifically, includes the agency's portion of the FICA tax, based upon its employees' salaries and wages; the agency's cost of Federal or state unemployment insurance premiums, based on eligible employees' salaries and wages; the agency's cost of Workmen's Compensation insurance premiums, based on eligible employees' salaries and wages (These premiums may be either state or private insurance plans, or the agency's contribution under a private funding plan); and the agency's cost of disability insurance premiums, based on eligible employees' salaries and wages. These payments may be either state or private insurance plans, or the agency's contribution under a private funding plan.

**8000 Professional Fees**

This expense account group is reserved for fees and charges of professional practitioners, technical consultants, or semi-professional technicians, who are not employees of the agency and are engaged as independent contractors for specified services on a fee or other individual contract basis. However, amounts paid to mechanics, artisans, repairmen and others engaged in maintenance and repair services to an agency should not be included in this account, but in Accounts 8405, or 8502, or 8701; and fees paid for a client for direct personal services, other than those offered as part of the regular program services of an agency, should not be included in this group of accounts. Such fees should be included in the appropriate account within the category, Specific Assistance to Individuals - 8900.

**8001 Medical & Dental Fees**

This account is for fees to medical and/or dental specialists for consultation with, or instruction of, agency personnel, on special cases among its clients, e.g., physical medicine, orthopedics, pediatrics, internal medicine, neurology, dentist, orthodontists, etc. (Note: This account should be distinguished from Account 8901. Fees charged to 8001 are for assistance to the agency itself, whereas fees charged to 8901 are payments on behalf of a particular client or patient of an agency as a form of "Special Assistance to Individuals.")

**8002 Psychological Fees**

This account is for fees to psychiatric/psychological specialists for consultation with, or instruction of, agency personnel, or specific cases among its clients.

**8003 Legal Fees**

This account is intended for fees to attorneys for consultation with, or instruction of, agency personnel on specific cases among its clients. Also, fees for services rendered to the agency for interpretation and defense of its own legal rights and corporate entity.

**8004 Rehabilitation & Education Fees**

This account is for fees to professional or licensed specialists in the various disciplines comprising the fields of rehabilitation and education, for consultation with, or instruction of, agency personnel on specific cases among its clients, e.g., physical therapy, speech therapy, vocational counseling and training, basic education, tutorial programs, special education, tuition, etc.

**8005 Audit, Accounting and Bookkeeping Fees**

This account is for fees to certified public accountants and other independent public accountants for auditing the agency's books and for other consultation with, or instruction of, agency personnel on specific matters relating to agency accounting and financial reporting procedures. Included are fees for services rendered to the agency for periodic audit, supervision, or maintenance of the agency's financial records.

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8006 Other Purchased Services

This account is for fees to specialists in the development of an agency's financial resources and the interpretation and/or promotion of an agency's program service to its public, e.g., fund raising, bequests, campaigns, community relations, etc. (Note: The cost of purchase of space or time in the communication media should not be charged to this account, but to Account 8603). This account is also for fees to specialists rendering services to an agency in the areas of investment, real estate, or the collection of an agency's accounts, e.g., stock broker, real estate agents, collection agencies, and for fees to employment agencies incurred by an agency in the employment of agency staff. This account is also for fees to banks and service bureaus for processing records and transactions of an agency, e.g., charges for payroll processing, general ledger processing, etc.; and for fees to other independent professional consultants under contract, such as architects and engineers. Specify the nature of the consultants and consultation shown in this account. This account is also for the cost of fees, expenses or honoraria to professional entertainers for their services, such as the preparation of radio and TV spots, films, live entertainment, etc., e.g., actors, singers, comedians and other professional entertainers. (Note: The cost of purchase of space or time in communication media should not be charged to this account, but to Account 8603); and for the cost of other services purchased by the agency on a fee-for-service basis.

8100 Supplies

This expense account group is reserved for the cost of materials, appliances and other supplies used by an agency.

8101 Educational and Vocational Training

This account is for the cost of materials and supplies purchased for educational and vocational training programs for clients of the agency.

8102 Food & Beverages

This account is for the cost of food and beverages purchased for use in the food service function of the agency.

8103 Laundry, Linen and Housekeeping

This account is for the cost of linen, uniforms, or other hygienic supplies and the costs of their cleaning and maintenance, as well as cooking and cleaning supplies used in the applicant agency. This is not to be confused with building and ground maintenance in which category would be listed, painting and repairs supplies and the like.

8104 Office

This account is for the cost of various paper and other supplies used in the performance of the program or supporting services and for the cost of materials and supplies used in the publication, printing, or duplicating activities of an agency, e.g., ink, paper, toning fluid, etc.

8105 Building and Grounds Maintenance

This account is for the cost of building and grounds maintenance supplies used by the agency in its day to day operation of such facilities for its program and support functions such as paint, plaster, fertilizer, and the like.

8106 Raw Materials and Manufacturing

This account is for the cost of materials or goods purchased for use as an ingredient or component part of a finished product. These materials may be in their natural state and

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require further processing, before becoming a part of the finished product or a finished part which may be directly incorporated in the finished product, e.g., cloth, machine parts, lumber, electrical motors, etc. This account is also for the cost of supplies that can be directly identified with the manufacturing process, e.g., machining oils, small tools and minor equipment, cleaning rags, brushes, etc.

**8107 Recreational and Craft**

This account is for the cost of materials and supplies purchased for recreational programs for clients of the agency and for the cost of materials and supplies purchased for craft programs for clients of the agency.

**8108 Other Supplies**

This account is for the cost of medicines and drugs purchased generally for the use of employees or client of the agency, e.g., prescription drugs, etc. This account is also for the cost of prosthetic appliances and devices purchased for use in client training and instruction in clinic functions. This account is also for the cost of new merchandise in a completed condition, acquired for resale to the public in the furtherance of the agency's program services, and for the cost of supplies which do not fit into categories 8101-8118. Specify the nature of all supplies included.

**8200 Communications**

This expense account group is reserved for the cost of business communications related to the provision of services.

**8201 Telephone and Telegraph**

This expense account is reserved for the cost of all telephone, telegraph, mailgram, teleprocessing, and similar communication expenses.

**8202 Postage and Shipping**

This expense account is reserved for the cost of postage, parcel post, commercial trucking and other delivery expenses such as shipping and shipping materials, incurred in the operations of the agency and, more specifically includes the cost of postage and parcel post used in the general administration of a program or supporting function of any agency; the cost of transportation charges incurred in the delivery of purchased materials and supplies used by the agency; and the cost of transportation charges incurred in the delivery of merchandise, services or products to a customer or others, using a messenger or outside delivery Service.

**8400 Occupancy**

This expense account group is reserved for all costs arising from an agency's occupancy and use of owned or leased land, buildings and offices. This would exclude costs reportable elsewhere, e.g., salaries, depreciation on buildings, acquisition of equipment and other assets, maintenance supplies, etc.

**8401 Rent**

This account is for the rental of buildings and grounds space used by an agency in conducting its program and support functions and for the cost of compensation for the use of parking facilities. A copy of the lease agreement shall be provided. Related party rent for buildings is allowable only to the extent that the rent does not exceed the expenses that would be incurred had legal title been retained to the buildings by the agency.

**8402 Building and Building Equipment Insurance (General & Liability)**

This account is for the cost of premiums of insurance contracts to reimburse the agency for revenue or property loss. Examples of insurance coverage include: fire, theft, boilers, and elevator.

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8403 Mortgage Interest

This account is for the cost of interest paid for the use of money, through a lien on land, buildings, and/or equipment.

8404 Utilities

This account is for the cost of occupancy related electric power, gas, heating oil, coal, water and sewage used in the operation of the agency and its services.

8405 Janitorial and Other Maintenance Services

This account is for the cost of maintenance services provided by non-employees, e.g., plumbers, electricians, roofers, masons, typewriter repairmen, appliance repairmen, etc. (Note that salaries of janitors and maintenance staff would not be reported here, but in Account 7000).

8406 Real Estate and Personal Property Taxes

This account is for the cost of real estate taxes assessed against an agency for real estate used in the operation of the agency or real estate held by an agency for investment or rental income. Included in this account are assessments for street cleaning, snow removal or sidewalk plowing. This account is also for the cost of personal property taxes assessed against eligible assets of an agency.

8407 Miscellaneous Occupancy Costs

This account is for the cost of any license or permit (other than automotive) that is related to the occupancy of the premises and is required by some regulatory body, of the corporation itself, or of staff or other agents of the organization, to engage in the lawful activities of the agency.

This account is for the cost of any other miscellaneous building occupancy expense that cannot be reported and classified under the account classifications 8401-8406. An example would be that of the cost of moving the agency from one location to another.

8500 Rental and Maintenance of Equipment

This expense account group is reserved for the costs to the agency for rental and maintenance of various equipment, such as computers, typewriters, calculators, Dictaphones, etc., used by the agency in conducting its program and/or support functions.

8501 Equipment Rental

This account is for all costs to the agency arising from rental of equipment used by the agency in conducting its program and/or support functions. Rental costs in lease back and lease purchase agreements or related party rentals are only allowable to the extent that the rent does not exceed the expenses that would be incurred had legal title to the equipment been retained by the service provider.

8502 Equipment Maintenance

This account is for all costs to the agency arising from maintenance of equipment used by the agency in conducting its program and/or support functions.

8600 Printing and Publications

This expense account group is reserved for the costs of printing charges of commercial artists and suppliers for plates, artwork, proofs, photographs, and other costs of reports, leaflets,

**SECTION I – APPLICATION SPECIFICS**

films and other informational materials. Also included in this classification are costs of purchased publications, technical journals, books, pamphlets and monographs.

8601 Printing

This account is for the cost of contract printing.

8602 Subscriptions and Purchase of Periodicals & Other Publications

This account is for the cost of subscriptions, reference and resource publications purchased by the reporting agency for use of its staff, or for loan use by others (e.g., through inter-library loans), but not for distribution. This account is also for the cost of purchase of various publications essential to the agency and its staff in conducting its program and/or support functions.

8603 Other Printing and Publications

This account is for the cost of contract artwork, contract photography, charges made by recording studios for the preparation of an agency's materials, and for the cost of advertising in newspapers and magazines, on radio, or television or other public media, and for the cost of printing, publications, and the like which do not fit into categories 8600-8602. Specify the nature of the other expenses included.

8700 Travel

This expense account group is reserved for expenses of travel and transportation of staff and volunteers of the reporting agency.

8701 Maintenance and Repairs-Company Vehicles

This account is for the cost of gasoline, oil, tires, batteries, and other consumable products used in an agency's owned or leased vehicles in the operation of an agency, and for the cost of parts purchased for, or contract repair services used on, agency-owned or leased vehicles, used in the operation of the agency.

8702 Insurance-Company Vehicles

This account is for the cost of premiums of comprehensive insurance contracts, providing coverage for all phases of automotive insurance, for agency-owned or leased vehicles, used in the operation of the agency.

8703 Leasing Costs-Vehicles

This account is for the cost of hourly, daily, weekly, monthly or annual lease fees for vehicles used in the operation of the agency. Leasing costs for lease back and lease purchase agreements or related party rentals are only allowable to the extent that the lease amount does not exceed the expense that would be incurred had legal title to the vehicle been retained by the service provider.

8704 Auto Allowances-Employees and Volunteers on Business

This account is for the cost of reimbursements for mileage allowances, actual expenditures, parking fees, and other related expenses to employees and volunteers for the use of their private vehicles in the operation of the agency.

8705 Hotel, Meals, Commercial Fares and Incidental Expenses

This account is for the cost of hotels, meals and other expenses incidental to, and directly connected with, the travel and transportation of agency staff and volunteers, and for the cost of fares charged by licensed public transportation companies, including taxi.

8706 Other Travel

## **SECTION I – APPLICATION SPECIFICS**

This account is for the cost of all licenses or permits, local, state or Federal, required for the operation of agency vehicles used in the operation of the agency, and for the cost of travel which does not fit into categories 8701-8708. Specify the nature of other travel expenses.

8800 Total Conferences, Conventions, Meetings

This account is for the cost of conference, conventions, and meetings sponsored and paid for by the agency which may include the cost of rents or fees charged for the use of meeting rooms or equipment, e.g., tables, chairs, projectors, screens, etc.; the cost of meeting supplies and other related costs, e.g., programs, notices, badges, prizes, etc.; the cost of food and beverages provided as an integral part of the function; and the cost of amounts paid to speakers, lecturers, commentators, honorarium and expenses for participation in meetings, seminars, workshops, conferences or conventions sponsored by the agency itself or its share of inter-agency support.

8900 Specific Assistance to Individuals

This expense account group is reserved for the cost to the provider agency of client wages and benefits, specific materials, services and any other assistance rendered by individuals or agencies other than agency staff, purchased at the expense of the agency, for a particular client.

8901 Transportation Service

This account is for the cost, in whole or in part, of transporting a particular client, from one place to another for any purpose, e.g., training, entertainment, examination, employment, etc.

8902 Wage Supplements

This account is for the cost of any monies paid to an individual client which is not for services performed or related to paid work activities.

8903 Client Wages

This account is for the cost of any monies paid to an individual client as a wage for on-site or off-site employment.

8904 Employer's Share of Client Fringe Benefits and Taxes

This account is for the employer's share of fringe benefits and taxes paid and accrued on behalf of the clients whose wages are in Category 8903.

8905 Testing Fees

This account is for the cost of tests, testing technicians, testing fees, test analysis, purchased in whole or in part, for a particular client or patient for his individual needs.

8906 Other Specific Assistance

This account is for the cost of recreational and cultural activities, purchased in whole or in part, either on an individual or group basis, for the benefit of a particular client of the agency, e.g., individual camperships. This account is also for the cost of material, e.g., furniture, tools, craft supplies, production materials, etc., purchased in whole or in part, for a particular client for his or her individual use. This account is also for the cost of specific assistance to individual which does not fit into categories 8901-8906.

9000 Total Membership Dues

This expense account group is reserved for the cost of expenses for bona fide memberships in other organizations which provide, benefits such as regular services, publications, materials, etc. This account is both for the cost of dues for individual membership of staff members in other organizations relevant to the functions of the agency and for the cost of

**SECTION I – APPLICATION SPECIFICS**

bona fide memberships acquired by the agency in other organizations having legitimate interest and activities in the promotion, provision, or planning of human service programs.

9400 Interest (Non-Mortgage)

This account is for the cost of all non-mortgage interest to be paid during the budget period shown (regardless of when the loan was taken or what use was made of the principal). Mortgage interest is shown under category 8403.

9500 Depreciation or Amortization

This expense account group is reserved for the allocation of the cost, or other carrying value, of physical assets (fixed assets) over their estimated useful life. The provision for depreciation or amortization account spreads the cost of such assets over the period of time their use benefits the program and/or support functions of the agency.

9501 Depreciation- Equipment

This account is for depreciation expenses or use charges of all equipment-except automotive-valued at \$500 or more used by the agency during the budget period.

9502 Amortization Leasehold Improvement

This account is for the cost of amortization expenses or use charges for improvements made to leaseholds used in the operation of the agency during the budget period.

9503 Depreciation-Automotive Equipment

This account is for the cost of depreciation expenses or use charges of automotive equipment used by the agency during the budget period.

9504 Depreciation-Buildings

This account is for the cost of depreciation expenses or use charges of buildings used by the agency for conducting its activities during the budget period.

9505 Other Depreciation or Amortization

This account is for the cost of depreciation, amortization, or use charges which does not fit into categories 9501-9504. Specify the nature of the depreciation use charge, or amortization shown.

9600 Other Expenses

9601 - 9604 This expense account group accumulates all other expenses of the agency. Specify the nature of the line item entries.



# SECTION II

## INSTRUCTIONS FOR FORMS

## **SECTION II – INSTRUCTIONS FOR FORMS**

### **GENERAL INSTRUCTIONS**

1. When submitting the budget, current vendors should include a cover memo to identify and highlight significant changes from the previous year's submission. This should help reduce the number of questions about the budget after it is received and speed up the review and approval process. For example, recap significant changes in personnel such as the establishment or abolishment of new positions or the reclassification of incumbents.
2. If there are not enough columns on the forms provided you may contact the soliciting Community Services Board for additional forms for columns E through K. A computerized form may be substituted as long as the specified format is replicated. If a vendor will provide a diskette, the Community Services Board can provide the forms on a spread sheet file that will run on any version of LOTUS 2.3 or higher.
3. If there is insufficient room on the form for explanation, please use a separate sheet of paper.
4. All expenses and revenues for the organization should be reflected on these forms. When distributing the budgeted costs between services in columns A through D you must break out all services that will be purchased by the CSB's plus production costs if any. If the organization provides other services that are not purchased by the CSB's (with the exception of production), **all** of those other costs can probably be combined in a single column. Check with the soliciting CSB.
5. Each column for a proposed or existing service must be identified consistently on all forms under the "Assigned to Services" sections. For example if recreation is column C on form 7A it should be column C on all forms. If column D is used for counseling on one form it must be column D on all forms, and so on.
6. When computing Current Year Estimated revenues or costs, use the actual revenues or expenses for the complete portion of the current year plus estimated revenues or expenses for the remainder of the year.
7. Do not fill in the shaded portions of the forms.
8. Administrative Expenses are expenses that are incurred in the general operations of the business and that cannot be identified as directly involved with client services. Examples of administrative expenses are office supplies, depreciation of office equipment, bookkeeping costs, etc.

### **FORM 2 - FACE SHEET**

1. Write legal name of facility.
2. Form 990 is the tax form an agency would, if required, submit to the Internal Revenue Service each year. (Some agencies are exempt from filing this form.) Every agency that is tax exempt will have a federal employer's identification number.
3. Enter the name and address of the person(s) who owns the facility. In the case of a corporation, enter the name and address of the board chairperson.
4. Enter the address where business mail should be sent.
5. Enter all addresses at which the applicant will provide service. These addresses must indicate geographic locations and may not be post office boxes.

## **SECTION II – INSTRUCTIONS FOR FORMS**

6. Check the appropriate category. In order to qualify as a private non-profit corporation, you must submit a federal employer's identification number.
7. Certain schools for the handicapped are approved by the Department of Education, Division of Special Education so that parents or guardians of children enrolled will be eligible for tuition assistance from the local school divisions.
8. Indicate if this facility is approved to accept Medicaid reimbursement for Medicaid eligible clients. If so, give information concerning the rates and services approved.
9. List and enclose copies of all current licenses now held. Also specify the date of approval, the expiration date of the licenses, and the licensed capacity. Include copies of any quality assessments that may have been made on the facility.
10. Specify what, if any, National Standards are met by the applicant agency. For example: Child Welfare League of America Standards for Institutional Foster Care. Service specific standards met may be listed on Form 3, number 3.
11. Enter the beginning and ending dates for the three time periods specified. These time periods will remain the same throughout this application. The Proposed Budget dates will be entered at the top of each form with the applicant's name in case the forms get separated. The "Prior Year" is the last fully completed budget period. The "Current Year" is the budget period now in effect. The "Proposed Budget" is the budget period for which approval and a negotiated rate are being requested.

### **FORM 3A – O - SERVICE DESCRIPTION** **INSTRUCTIONS**

1. Service Name - Identify the specific service to be provided (reference Scope of Services Section). Form 3 should be completed for each service name/category to be provided. Complete one form for each type of service provided. The forms alpha designator (3A, 3B, 3C, or 3D) must correspond to the column heading letter in the forms that follow.
2. Description of Service - Briefly describe the service to be provided and the number of individuals to be served.
3. National or State Standards Met by the Applicant for This Service - Identify all applicable standards including DMHMRSAS, DRS and Social Services.
4. Agencies by which this service is approved - Identify any agencies that have approved this service and rate (i.e. other Community Services Boards, DRS, etc.).
5. Service Unit Sold - Define the unit of service established for the purchase of this service.
6. Definition of unit - Define the increment on which the unit cost is based; i.e., hour, day (state number of hours), 1/2 day (state number of hours), etc.
7. Number of days the service is to be offered - Enter the number of days that the service will be offered during the proposed period.
8. Utilization Rate and Attendance Rate - Not Applicable
9. Estimated number of units to be provided - Determine the number of units to be provided for methods a. through c. in instruction #8 above by multiplying the average attendance (line 5 under section #8) by the number of days the service is to be offered (sections #7).

## **SECTION II – INSTRUCTIONS FOR FORMS**

If the service is hourly, provide the following information in this section:

- a. Enter the total number of staff hours that will be available to provide direct service during the proposed period.
  - b. Enter the total number of direct service hours that are anticipated to be actually used in direct service during the proposed period. **For individual supported employment, use no fewer than 1,196 hours per 40 hour/week FTE.**
  - c. Divide line 2 by line 1 and then multiply by 100.
10. Estimated number of fee service units - Enter the number of units that will be paid for by the agencies listed.

### **FORM 4A EMPLOYEE COMPENSATION - ASSIGNMENT TO SERVICES** **INSTRUCTIONS**

1. & 2. Position Title and Employee Name - List individual position title and name of employee. For vacant positions use "vacant" and for proposed/new positions use "proposed" in place of the employee name.
3. Hours of Service - This is the number of hours per week the employee is scheduled to work in the position. Do not include overtime.
4. Percentage of Administration - **Optional unless otherwise indicated.** Indicate the percentage of employee's time dedicated solely to administration. For example, a full time employee working 40 hours who works 30 hours directly with clients and 10 hours doing administrative work is 25% administrative. A bookkeeper would be 100% administrative.
5. Annual Salary - Indicate annual salary of employee or position, excluding fringe benefits or such other compensation as overtime or shift differential.
6. Employer Share of Benefits - All benefits as listed on Form 4A (Disclosure of Employee Benefits) as allocated to each individual employee position. The total of this column must equal the total of Form 4A.
7. Salaries Plus Benefits - This is the total of columns 5 and 6.
8. Assignment of Personnel Costs to Service - Put the appropriate service name beside the column headers A:, B:, C:, and D:. Indicate the percentage of the total time, and the portion of the total salary costs based on that percentage of time, each position devotes to the service identified in each of the columns A-D (use more columns, if necessary, or additional sheets).

In the column labeled (7) x %, for each employee, and for each service to which that employee is assigned, insert the amount derived by multiplying the total salary (Column 7) by the percent value shown just to the left. The total of the distributed salaries in columns A through D must equal the total in column 7.

9. Total - This is the total of each column.
10. Other Personnel Costs - These costs are directly related to the salaries for a given service and/or general administration. Specifically identify the type and amount of these costs, such as overtime (\$2,000) or shift differential (\$1,500); describe how it was calculated and the positions affected. This information should be attached to form 4A.
11. Total Employee Compensation - Total line 9, and 10.

## **SECTION II – INSTRUCTIONS FOR FORMS**

12. Direct Staff/Consumer Ratio - At the bottom of each column give the ratio of direct service FTE's to clients.
13. Explanation of Personnel Cost Increases/Decreases - In case of personnel cost changes from the current year to the proposed year, please explain the cause.

### **FORM 4B DISCLOSURE OF EMPLOYEE BENEFITS - EMPLOYER PROVIDED INSTRUCTIONS**

For each applicable employer provided benefit listed on the form indicate the following:

1. Employees Covered - Indicate "All employees" or specify the particular group, categories, or individuals eligible for the benefit.
2. Basis of Cost - Briefly describe how the cost of the benefit arises, e.g., percentage of salary, \$20 per employee annually, reimbursed per occurrence, etc.
3. Total Cost, Proposed Budget Year - Indicate the cost of the benefit for the budget year. The column total should equal column 6 of form 4A.

### **FORM 5 - FIXED ASSET SCHEDULE INSTRUCTIONS**

This form is to be completed only whenever depreciation is used in the normal operating process of the agency and proper records are maintained to account for assets.

The following instructions for the preparation of Form 5 are based on the straight-line method of depreciation which charges equal amounts each year over the service life of the asset. Other methods of depreciation approved by the Internal Revenue Service are acceptable provided the method and rates are identified.

**Only list the assets for which there will be depreciation for the budgeted year.** If an asset is completely depreciated it should not need to be included in the budget. List the assets in the order of the acquisition date from oldest to most recent.

1. Describe Depreciable Asset and Date Acquired - List items individually in order of acquisition date starting with earliest purchases first. Also, include any applicable serial or item identification numbers. As a guideline, depreciable equipment is any capital equipment item costing \$500 or more that has a useful life of more than one year. Indicate the month and year of purchase.
2. Original Cost - The Original or acquisition cost is the original price less trade-in allowance, discounts, and/or governmental grants received for the purchase of the item **including governmental donations or grants of the fixed asset item itself.**
3. Estimate Salvage Value - Estimate the salvage value that is reasonably expected at the date of disposition (trade-in, sold for scrap, sold as a used item, etc.).
4. Depreciable Cost - (column 2 - column 3) This is the value of the fixed asset remaining after subtracting the estimated salvage value of the asset from its original cost.
5. Service Life - This is the estimated number of years the fixed asset will be used.

## **SECTION II – INSTRUCTIONS FOR FORMS**

6. Depreciation Rate - The percentage rate is calculated by dividing one hundred percent (100%) by the number of service life years of the asset 100% / column 5). Identify the method of depreciation.
7. Depreciation Expense - (column 6 x column 4) Depreciation expense is arrived at by multiplying the depreciable cost (column 4) by the depreciation rate (column 6). This expense should be shown for the single budget year identified at the top of Form 3.

To calculate depreciation for less than a full year, divide the amount calculated, as above, for a full year by 12 to determine monthly depreciation, then multiply by the number of months the asset was, or will be, in operation.

### **FORM 6A - RESTRICTED FUNDS** **INSTRUCTIONS**

If an agency expects to receive restricted revenue, fill in the requested information using as many forms as needed. Disregard the form if no restricted income is expected.

1. At "Name of Source (A., B., C., and D), write the name(s) of the person or agency from which the funds will be obtained, the title of the grant, donation, etc., where applicable. At the end of the line, enter the amount of funds expected.
2. Write a full description of the restriction that will be placed on the funds.
3. Write the name of the person or agency placing the restriction.
4. Enter the amount of time that will have elapsed between the beginning date of the Proposed Budget period (see Form 2, number 11) and the end date the restriction was first placed on the funds described, whether or not the funds were obtained in the same amount in prior periods.
5. Indicate whether the funds, in addition to being restricted, are excluded. Excluded funds are revenues that will not be used to offset services. Please explain exclusions.
6. Enter the date upon which the expected funds may first be used.
7. If the answer to question 6 is "yes", indicate where the earnings are shown in the Budget forms and how the earnings are shown on this form if they are restricted. If the answer is "no" explain.
8. Check one box to indicate whether documentation of the restriction of these funds is attached or will be maintained by the applicant for inspection. If the applicant will maintain documentation, indicate exactly where it will be held. Documentation means a grant, letter of agreement, contract, excerpt from the applicant's board's minutes, or the like.

### **FORM 6B REVENUES** **INSTRUCTIONS**

Complete only lines for which you have revenues.

1. Vendor ID Number - Provide the budget and/or account number, if any, as it appears in your records for each operating expense. This is not required, but aids in cross-referencing the company chart of accounts with the DRS identification number.
2. Item Name - This list is not exhaustive but is provided to reflect categories that can be used. If other categories are used by the organization they should be included in the list.

## **SECTION II – INSTRUCTIONS FOR FORMS**

3. Prior Year Actual – Not Applicable
4. Current Year Estimated – Not Applicable
5. Next Year Proposed - Reflect all revenue by individual line item that is anticipated during the budget period to be negotiated.
6. Excluded Revenue - This column is to be used to exclude any revenue that will not be used for operations.
7. Net Revenues - Show the "Proposed Budget" amounts less the excluded revenues (column 5 less column 6). This will be for the entire organization, including all services and administration.
8. Assignment of Revenue to Services - Indicate the distribution of the individual revenue item by service category. Remember that a service identified in form 6B must be in the same column as on form 4A (Employee Compensation).
9. Total Revenue - Enter the total of all of the lines within the columns. **Do not include revenue expected from CSBs, DRS, etc. in this section of the revenue form. These revenues belong in the MEMO section of the form.**
10. Funding Sources - Note the amount of fees expected from each source listed.

## **FORM 7A OTHER OPERATION EXPENSES** **INSTRUCTIONS**

Complete only lines for which you have budgets or expenses.

1. Vendor ID Number - Provide the budget and/or account number, if any, as it appears in your records for each operating expense. This is not required, but aids in cross-referencing the company chart of accounts with the DRS identification number.
2. Item Name - This is not an exhaustive list but is provided to reflect categories that could be used. If other categories are used by the organization they should be included.
3. Percentage of Administration - **Optional** - For each expense indicate the percentage of expenses dedicated solely to administration. For example, if 15% of a building is used for the administrative offices and for the vocational services, the percentage of rent expense used for administration is 15%.
4. Prior Year Actual – Not Applicable
5. Current Year Estimated – Not Applicable
6. Next Year Proposed - Reflect all expenses by individual line item that you expect to incur during the budget period to be negotiated.
7. Excluded or Unallowable Costs - This column should reflect any expenses that are not directly related to services to be provided and any expenses that are unallowable.
8. Net - Enter the proposed budget less the excluded costs (column 6 less column 7). This will be for the entire organization, including all services and general administration.

**SECTION II – INSTRUCTIONS FOR FORMS**

9. Assignment of Operating Expenses to Services - Indicate the distribution of individual operating expense items, by service category. Remember that a service identified in form 7A must be in the same column as on form 4A for Employee Compensation.
10. Total Expenses - Enter the total of all lines within the columns.
11. Total Direct/Administrative Expenses - Optional - The "Total Direct/Administrative Expenses" is a breakdown of **total** operating expenses into direct expenses and administrative expenses and the percentage of administrative expenses.

The "Admin Expenses, Total \$'s" can be calculated multiplying "Net Costs" (column 8) by the "% of Admin" column (3), for each line item, and totaling the results.

The "Direct Expenses / Total \$s" is calculated by subtracting the above "Admin Expenses, Total \$'s" (11) from the total of column 8, "Net Costs".

The "Admin Expenses, %" block should show the percentage of Administrative Expenses as related to the Direct Expenses. Divide "Admin Expenses, Total \$'s" by the "Direct Expenses, Total \$'s" in this section. The result is the percentage of administrative costs.

For example:

	% of Admin	Net Cost	Admin Costs
Director	100%	\$ 45,000	\$ 45,000
Case Manager	0%	25,000	0
Rent	25%	20,000	5,000
Supplies	20%	5,000	1,000
Etc.	10%	<u>100,000</u>	<u>10,000</u>
TOTAL		\$195,000	\$61,000
Net Costs		\$195,000	
<b>Less</b> Calculated Admin Cost		<u>61,000</u>	
Equals Direct Expenses		\$134,000	

**NOTE 1:** For Fairfax-Falls Church Community Services Board applications. If a facility is leased in the name of the vendor, outdoor maintenance should be included in the budget. If the Fairfax-Falls Church Community Services Board holds the lease do not budget for outdoor maintenance. Indoor maintenance should be included in the budget, regardless of who holds the lease.

**NOTE 2:** In order to calculate depreciation expenditures, please see Form 5 (Fixed Asset Schedule) first.

**FORM 8**  
**RATE COMPUTATION SCHEDULE**  
**INSTRUCTIONS**

1. Assign the total expenses by service from Line 10, Form 7A (Operating Expenses) into columns A through D (2) and enter the total of all services in the Total Assigned column (1),
2. Enter revenue by service, from Revenues Line 9, Form 6B, into Columns A through D (2) and enter the total of all revenue in the Total Assigned column (1).



**SECTION II – INSTRUCTIONS FOR FORMS**

3. Compute total service expenses (total assigned expenses less revenue. Line 1 (Total Assigned Expenses) - line 2 (Revenue) for each Service (Columns A through D). Do the same for the Total Assigned. This represents the request for funding. This line MUST agree with Form 6B Revenue, Sections 10, FUNDING SOURCES Total.
4. Total number of units from Form 3 for each service such as the number of beds for residential services.
5. Compute rate per unit as per the formula provided. Line 3 (Total Expenses), divided by Line 4 (Number of Total Units) for each Service.
6. Enter the rate at which you propose to provide each service, columns A-D.

## SECTION III

FORMS (Excel Format)

SEE ATTACHMENT I

FORMS 1 THROUGH 8

SHOULD BE DOWNLOADED FROM THE

FAIRFAX COUNTY WEBSITE

[www.fairfaxcounty.gov/dpsm/solic.htm](http://www.fairfaxcounty.gov/dpsm/solic.htm)

## BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:
 

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County \_\_\_\_\_

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

[illegible]

Signature

Date \_\_\_\_\_

For Office Use Only:

- Company name and address: \_\_\_\_\_
- Amount of Contract Award \$ \_\_\_\_\_
- Fairfax County Agency: \_\_\_\_\_
- Agency Contact \_\_\_\_\_ Phone No. \_\_\_\_\_
- Company Contact \_\_\_\_\_ Phone No. \_\_\_\_\_
- Nature of business \_\_\_\_\_

**YOU MAY INCLUDE THIS FORM OR A COPY OF YOUR CURRENT FAIRFAX COUNTY BUSINESS LICENSE IN YOUR PROPOSAL. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.**

**COG Rider for Additional Jurisdictions**

BIDDERS AUTHORIZATION TO EXTEND CONTRACTS”: TO OTHER JURISDICTIONS REFERENCE PARAGRAPH 34 OF THE SPECIAL PROVISIONS

<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>
_____	_____	Alexandria Public Schools	_____	_____	Madison County Public Schools
_____	_____	Alexandria Sanitation Authority	_____	_____	Manassas Park Public Schools
_____	_____	Alexandria, Virginia	_____	_____	Manassas, Virginia
_____	_____	Arlington County, Virginia	_____	_____	Manassas City Public Schools
_____	_____	Arlington Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Bowie, Maryland	_____	_____	Commission
_____	_____	Charles County, Maryland	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Chevy Chase Village, MD	_____	_____	Metropolitan Washington Council of
_____	_____	City of Fairfax, Virginia	_____	_____	Governments
_____	_____	Clark County Administrative	_____	_____	Montgomery Community College
_____	_____	Services	_____	_____	Montgomery County
_____	_____	College Park, Maryland	_____	_____	Prince George's County Public Schools
_____	_____	Culpeper County Public Schools	_____	_____	Montgomery County Public Schools
_____	_____	District of Columbia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia Schools	_____	_____	Northern Virginia Regional Commission
_____	_____	Fairfax County Water Authority	_____	_____	Orange County Public Schools
_____	_____	Falls Church City Public	_____	_____	Prince George's County
_____	_____	Schools	_____	_____	Prince William County
_____	_____	Falls Church, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fauquier County Schools	_____	_____	Prince William County Service Authority
_____	_____	Frederick City, Maryland	_____	_____	Rappahannock County Public Schools
_____	_____	Frederick County Maryland	_____	_____	Rockville, Maryland
_____	_____	Frederick County Schools	_____	_____	Shenandoah County Public Schools
_____	_____	Gaithersburg, Maryland	_____	_____	Stafford County Public Schools
_____	_____	Greenbelt, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Herndon, Virginia	_____	_____	Town of Vienna, Virginia
_____	_____	Loudoun County Sanitation	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Authority	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County, Public	_____	_____	Virginia Railway Express
_____	_____	Schools	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

\_\_\_\_\_  
Vendor Name

SBE SCHEDULE

The Fairfax County Board of Supervisors has established the following definitions for small and minority businesses:

**Small Business** – A corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross sales.

**Minority Business** – A business enterprise that is at least **51%** owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; Women (regardless of race or ethnicity); and persons with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

Step 1: Select all categories that apply to your business from this group.

✓	Business Partner Classification Code/Category
___	Disabled Person Owned
___ (8)	Public Body/Government Agency
___ (9)	Non Profit/Not-for-Profit
___ (D)	<b>Sheltered Work Shop</b> (work oriented rehabilitative facility with a controlled work environment and individual goals that utilizes work experience and related services assisting the handicapped person to progress toward normal living and productive vocational status)

Step 2: Select the one category that applies to your business from the table below.

SMALL BUSINESS	LARGE BUSINESS	<u>OWNERSHIP</u>
___ (B)	___ (Y)	Non-Minority
___ (C)	___ (A)	Women-Owned
___ (G)	___ (E)	African American Owned
___ (H)	___ (F)	African American Women-Owned
___ (K)	___ (I)	Hispanic American Owned
___ (L)	___ (J)	Hispanic American Women-Owned
___ (O)	___ (M)	Asian American Owned
___ (P)	___ (N)	Asian American Women-Owned
___ (S)	___ (Q)	American Indian Owned
___ (T)	___ (R)	American Indian Women-Owned
___ (W)	___ (U)	Eskimo/Aleut Owned
___ (X)	___ (V)	Eskimo/Aleut Women-Owned

**PLEASE RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.**



**COUNTY OF FAIRFAX**  
**DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT**  
**SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)**  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

**Fax: 703-324-3228**

**SUBCONTRACTOR (S) NOTIFICATION FORM**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

**Prime Contractor's Classification Code:** \_\_\_\_\_ **(from SBE Schedule)**

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package. The purpose of determining a subcontractors small/minority classification, the criteria for both is stated below:

**Please check here if you are not using a subcontractor:** \_\_\_\_\_

SUBCONTRACTOR(S) Name	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

**PLEASE RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.**

Regulation Number: 2120.1  
Regulation Title: FEE AND SUBSIDY RELATED PROCEDURES  
Date Adopted: June 17, 2002

Purpose

To establish procedures for the establishment, assessment and collection of fees for services rendered to clients of the Community Services Board (CSB).

Regulation

- I. Authority. These procedures are based on the principles contained in Community Services Board policy 2120, applicable State law and fiscal policies developed by the State Mental Health, Mental Retardation and Substance Abuse Services Board.
- II. Applicability. These procedures shall apply to all clients of programs operated directly by the Community Services Board and all clients of contract agencies for whom the community services board provides funding.
- III. Eligibility. All residents of the CSB service area are eligible to receive services appropriate to their needs and available CSB resources. Persons receiving services from the CSB may also be eligible for subsidies provided by the CSB. Employees of the governments of Fairfax County, City of Fairfax, and City of Falls Church are eligible to receive services and may be eligible to receive subsidies based on the Ability-to-Pay Scale Guidelines (Attachment A) established for the residents of the CSB service area. Non-residents who participate in regional programs under the auspices of the CSB are not eligible for additional services.

Emergency services (crisis intervention, crisis stabilization, prescreening for hospital admission, emergency visit, emergency residential screening) are always available to residents and non-residents.

IV. Persons Who Live Outside of the CSB Service Area.

If a client begins service pursuant to the eligibility standard in paragraph IV and subsequently loses that eligibility, the client generally may continue to receive such services for no more than 90 days. During this 90-day period, the service provider will assist the client to transition to services within the client's new service area. Services may be extended by the Program Manager for an additional 90 days. If the client is still receiving services after 90 days, the client will be charged full fee. Exceptions may be made on a case-by-case basis by the program manager.

V. Fees for Service

A. Establishment of Fees

The fees shall be reasonably related to the established unit cost of providing the service. All unit costs for all services will be reviewed and updated annually.

B. Effective Date of Change in Fees.

Changes in fees shall become effective no sooner than 60 days after the date of final approval by the Board. Any subsequent packages of services shall be at the new rate.

C. Liability for Fees.

1. An adult client is liable for the full fee for services rendered.
2. The parents or guardians of all persons under age 18 shall be liable for all fees unless the youth requests that his/her parents or guardian not be notified in accordance with State law or the youth is an emancipated minor, in which case the emancipated minor is responsible for the

fee.

3. All persons age 18 or older shall be treated as independent adults. Parents of adult children with disabilities are not liable for fees for services to their children, except in the following instances: (a) cost-share residential programs; and (b) third party payments for deductibles and co-insurance, co-payments, or clients covered by an insurance policy held by a parent or guardian.

D. Collection of Missed Appointment Fees.

The CSB charges a flat fee for missed appointments without 24-hour notification. This flat fee is not subject to the Ability-to-Pay Scale. If a client with Medicaid coverage misses an appointment, per the Medicaid Mental Health Clinic and Community Mental Health Rehabilitation Manuals, the client will not be charged for the missed appointment.

VI. Implementation Procedures.

A. Initial Client Contact.

Except in crisis situations, the client and other legally responsible parties who are likely to be liable for the fee shall be provided the following information during the initial contact.

1. Services shall not be refused to any client solely on the basis of ability-to-pay.
2. The client or other legally responsible party is responsible for paying the full fee for services.
3. Clients are required to make some payment each time they present for service, especially in those programs with sufficient administrative staff to collect fees. Payment procedures shall be explained fully.
4. Unpaid service fees, including insurance deductible and co-insurance amounts, will be billed at the end of each month. Payment is due upon receipt of the client statement.
5. Clients who have insurance must provide the necessary information to allow the CSB to bill for services. The client will only be responsible for paying the deductible and co-insurance amounts specified by their insurance company.
6. The client and/or other legally responsible parties shall sign the CSB Financial Responsibility Agreement.
7. Extended payment plans and fee subsidies may be granted upon application. The criteria used for determining eligibility for extended payments and fee subsidies will be explained.
8. Collection of unpaid balances will be pursued.
9. Clients will be made aware of the availability of CSB supplemental subsidies for clients unable to pay fees in accordance with established CSB fee regulations.
10. Clients will be made aware of the ability to appeal fee determinations.

B. Extended Payment Plans.

If the client and/or other legally responsible parties are unable to pay the full fee as billed, extended payment plans may be offered. The extended payment plan is not a subsidy; it merely extends the payments over a longer period of time. Other payment methods, including the use of credit cards, will be accepted and should be considered before executing an extended payment plan, especially if the service is short-term. The typical extended payment plan requires immediate payment of 25% of the balance and equal payments of the remainder of the balance over a six-month period. Extended payment plans must be approved by the reimbursement clerk and the program manager or designee.

C. Subsidy Determination.

1. Basic Subsidy.

The CSB may provide a subsidy according to an Ability-to-Pay Scale for clients who are unable to pay the full fee. The subsidy, which is determined by the Ability-to-Pay Scale, is limited to charges for services that are not covered by insurance.



Subsidies are based on the client's gross family income and number of dependents. Documentation of income and insurance will be required for clients requesting a subsidy where it is practical to do so; exceptions may be made in instances of emergency and prevention services.

Ability-to-pay for clients receiving or requesting a subsidy will be reviewed and documented annually. Documentation shall include, at a minimum, gross family income and number of dependents. More frequent review may be necessary if a client or other legally responsible party requests a supplemental subsidy or experiences changes in income and family size used to determine ability to pay. The client or responsible party must attest to the accuracy of the information provided on the financial agreement. The client or other legally responsible party will be informed that additional methods of verification and audit may be used. Basic subsidies will be approved by the CSB reimbursement staff who are designated to determine eligibility.

A client who refuses to provide documentation of income and insurance or who refuses to sign the financial agreement will be charged full fee.

2. Ability-to-Pay Scale.

Attachment A is the Ability-to-Pay scale for services. This Scale will be reviewed and, if necessary, updated annually.

3. Supplemental Subsidy.

The CSB may provide a supplemental subsidy for clients or other legally responsible parties who are unable to pay according to the Ability-to-Pay Scale. There are two types of supplemental subsidies: Administrative, based on financial considerations, and Clinical, based on a combination of financial and clinical considerations. Documentation of total monthly income (earned and unearned) and expenses must be provided before a supplemental subsidy is granted. A staff member must review the client's documentation of income, attest to reviewing the documentation and file it in the client's record. At a minimum, a client's and/or responsible parties' pay stubs or benefit checks should be reviewed. Documentation of all income and large expenses will be required. (Attachment B)

Other payment methods, including the use of credit cards and extended payment contracts, will be accepted and should be considered before extending a supplemental subsidy, especially if the service is short-term. Administrative supplemental subsidies are subject to approval by the Program's Fee Manager. The fee may be waived by the Program Manager only in extreme cases. If the request for a supplemental subsidy is based on clinical reasons, approval for the supplemental subsidy must be obtained from the Program Manager.

D. Insurance, Health Maintenance Organization or Managed Care Organization Usage.

1. Insurance companies will be billed the full fee for service.
2. Clients are responsible for paying all co-pay and deductible amounts.
3. If the insurance company "allowed amount" is less than the amount billed, appropriate adjustments will be made at the time the insurance company notification is received.
4. Clients who do use their insurance shall be charged the full unit cost of the services they receive. A subsidy may be granted for extenuating circumstances. Requests will be handled on a case-by-case basis. Recommendations from field locations will be forwarded to the Central Reimbursement Unit for review and final determination by the Director of Quality Improvement and Managed Care.

E. Client payment of co-pay and deductible

1. Clients are expected to pay the required co-insurance, co-payment and deductible amounts on

a pay-as-you-go basis (billed as necessary) for services billed to Medicaid, MR Waiver services and any other services with a mandatory co-pay in addition to those for third party (insurance) pay sources.

F. Client payment for medications received from the CSB and/or the CSB's contract pharmacies.

1. Clients who do not have insurance that covers prescriptions, and who are indigent may be eligible to receive their medications at cost from the CSB. Clients who have been granted a subsidy for other services are responsible for paying for medications based upon the CSB's Ability-to-Pay Scale.

G. Refusal to Pay.

All clients of the CSB are informed during the intake process that they will be charged a fee for services they receive. Services to clients who are able to pay the fee, but who have refused to pay may be discontinued. The decision to deny treatment or services will be made by the program manager based on the clinical appropriateness to the client.

VII Appeal

The client and/or responsible parties who are unable to make the required payments for services may appeal a determination pertaining to their fees or subsidy and may request a re-evaluation of their ability-to-pay for services. This re-evaluation may result in an extended payment plan, a basic subsidy or a supplemental subsidy. The type of documentation required for the re-evaluation may vary by situation, but the minimum level of documentation is outlined in sections VII C.1 and VII C.3. If the client and/or responsible parties request an appeal based solely on financial reasons, the appeal will be considered and a decision will be made by a service director in Alcohol and Drug Services, Mental Health Services or Mental Retardation Services. If the client requests an appeal for reasons other than financial, the appeal will be considered and a decision will be made by the appropriate program manager.

VIII Delinquent Accounts and Write-off of Bad Debts.

A. Delinquent Accounts.

1. Upon initial contact, the client or other legally responsible parties will be informed that delinquent accounts may be subject to collection through an outside collection agent or the State Debt Set-off Program. Authorization to pursue collection by sending financial information, name and address to an outside collection agent if the account becomes delinquent is included in the Financial Agreement signed by clients entering service.
2. An account shall be considered delinquent if a balance is outstanding for more than 30 days from billed date unless a valid extended payment contract is in effect.
3. The delinquent status of an account is included on client statements that are sent to the client or responsible on a monthly basis.
4. The Central Reimbursement Office staff and site administrative staff will notify the primary counselor, therapist or service provider periodically that an open case is delinquent. The service provider will take action to resolve the delinquency using the following methods:
  - a. Obtain payment from the client
  - b. Obtain a repayment contract if the client is able to pay the full balance but over time
  - c. Obtain an approved subsidy or supplemental subsidy to reduce the amount the client is required to pay
  - d. Obtain an approved write-off of all or a portion of the client's balance
  - e. Terminate treatment because of the client's refusal to pay.
5. Central Reimbursement staff are responsible for pursuing collection of closed accounts with

delinquent balances.

6. Accounts which are delinquent 120 days or more after billing will be reviewed on a quarterly basis by the Central Reimbursement Unit supervisor. A summary of accounts deemed appropriate for collection will be forwarded to the Program Manager for termination of services for refusal to pay.
7. Accounts which remain delinquent after 120 days may be sent to the following for collection:
  - a. Department of Taxation – Debt Set-off Program
  - b. Collection Agents.

The procedures followed for collection of delinquent accounts will be reviewed by the Reimbursement Officer of the Community Services Board.

B. Write-off.

1. An account may be written off for one of the following reasons:
  - a. the CSB Reimbursement Officer or external collection agent establishes it as “uncollectible”
  - b. the case is closed with an outstanding balance and efforts at collection have been unsuccessful
  - c. the account has been submitted to the Department of Taxation’s Debt Set-Off Program for five years without a match
  - d. the account is less than \$50 and cannot be submitted to the Debt Set-Off Program or to a collection agent because it is not cost effective to pursue collection
  - e. the client is awarded a Discharge of Debtor through bankruptcy proceedings which requires that the discharge amount be written off
  - f. the client is deceased and it is impractical to pursue collection of outstanding balances
  - g. the CSB is unable to obtain an accurate billing address and/or social security number which precludes submission to the Debt Set-Off Program and collection agents.
2. The list of accounts to be written-off will be initiated by the CSB Reimbursement staff who will forward it to the appropriate Program Manager for approval and submission to the CSB Reimbursement Officer. The CSB Reimbursement Officer will submit the accounts to the Executive Director for final approval to write-off of unpaid balances that have been determined to be uncollectible. The Executive Director will report annually to the Board the number and the amount of the accounts written-off.
3. The write-off of any account balance, with the exception of those accounts with small balances, must be documented thoroughly and maintained in the Central Reimbursement Unit files.

C. Previously written-off client balances.

If a client returns for services after a past account balance is written off, the write-off balance will be reinstated. Prior to reinstatement, the program re-opening the case will examine the written off balance and negotiate payment arrangements with the client. If it is determined that the client cannot pay the full amount, the negotiation may include recommending reinstatement of only a portion of the prior balance. The client must make arrangements to pay the reinstated past due amount. If payment arrangements include an extended payment contract, the client must pay current charges in addition to the contracted amount.

IX Court Appearance by Clinician.

A fee for a court appearance may be charged and may be assessed for preparation, waiting and travel time. Decisions to apply a subsidy to the fee shall be made on a case-by-case basis by the program manager. No fee will be charged to a County or City agency.

X Medicaid Services.

If a client has Medicaid coverage but is assigned to a therapist who is not an eligible provider of Medicaid services, the client will be charged as though the therapist were an eligible provider of Medicaid services.

If a client with Medicaid coverage misses an appointment, per the Medicaid Mental Health Clinic and Community Mental Health Rehabilitation Manuals, the client will not be charged for the missed appointment.

XI Provision of Service to Staff of Other CSBs.

Staff who work for another CSB and need to be seen elsewhere because of confidentiality concerns may receive services from the CSB. If eligible, the staff may receive a subsidy. This is limited to CSBs with which a reciprocal agreement exists.

XII Services Provided at No Cost to the Client.

Clients receiving any of the services or attending the programs listed below will be charged no fee. If a client moves from a non-fee program to other CSB programs, fees are charged according to CSB fee and subsidy related procedures.

1. Entry and Referral Services. It would be impossible to charge for these services since the clients are generally not identified.
2. Vocational/Employment/Habilitation/Services MH/MR. Staff have ascertained that it is not cost effective to charge for this service. The revenue collected would be far less than the costs of collection, since most of these clients have very little income.
3. Alternative House-Residential Emergency Services. The clients of Alternative House-Residential Services are runaways with very little, if any, resources. It would not be cost effective to try to collect fees in this program and often parents would be unwilling to pay since they did not request the service.
4. Women's Shelter. Current data indicate that the cost of collection exceeds the revenue obtained in this program. Fees present a significant obstacle to treatment.
5. Alexandria Detoxification Services. Most clients in this program have very little, if any, resources. It would not be cost effective to charge fees for the services in this program.
6. Victim Assistance Network. It is impractical to charge callers for Victim Assistance Network (VAN) hotline services. Therefore, there is no fee for hotline calls. Furthermore, charging fees for participants in VAN support groups is also impracticable since many of these services are provided by volunteers and formal case records are not opened for these participants.
7. School Suspension Program (Substance Abuse Awareness Seminar). This jointly operated (CSB-Fairfax County Public School System) program is an education and consultation service to the Fairfax County Public Schools. Services provided by this program are mandated by the school system for students in violation of substance abuse regulations.
8. Substance Abuse Consultation, Screening, Drug Testing and Evaluation: ADS has an agreement with FCPS that these services will be provided at no cost through ADS for the FCPS system.
9. Juvenile Court Services: Include (a) Juvenile Court and (b) Juvenile Detention Center (JDC) services which is a program providing treatment services to youth incarcerated at the JDC. Most clients in the Courts and JDC have little if any resources. It would not be cost effective to charge fees for the services in this program.
10. Non-Targeted Case Management: The Core Services Taxonomy 6 for MH, MR and SA Services defines

case management as a service that assists individuals and their family members in assessing needed services that are responsive to individual needs. When a consumer meets Medicaid eligibility criteria and also meets certain Medicaid defined MH diagnostic and MR Waiver criteria, Medicaid will pay for these consumers to receive the Medicaid definition of case management services, called Targeted Case Management. If a consumer does not meet Medicaid eligibility criteria, but meets the Medicaid MH diagnostic and MR Waiver criteria they are also billed for Targeted Case Management Services. All other case management activities not included in the Medicaid definition are called non-targeted. The CSB does not bill for non-targeted case management because they are less intensive, not as comprehensive and provided on an as needed basis. This service is provided on an as-needed basis, often in small increments. In many instances, the client is not present at the time of service. Accounting for these services for each client is cumbersome and is not cost effective.

11. Less Intensive Services at Homeless Shelters. Most clients in these programs have little, if any, resources. It would not be cost effective to charge fees for the services in these programs.
12. Services at the Adult Detention and Pre-Release Center. Most clients in these programs have little, if any, resources. It would not be cost effective to charge fees for the services in these programs.
13. Long Term Residential Alcohol and Drug Programs: Adult Crossroads, Second Genesis and Cornerstones. Consumers entering these programs have little, if any resources. Additionally, consumers are not allowed to work while attending residential treatment. It would not be cost effective to charge fees for services for these programs. Once consumers progress to the aftercare, non-residential phase of the program, they will be charged based on their ability to pay.
14. Foster Care: Services which are not reimbursed by Medicaid for children in foster care are provided at no cost to the foster parents.
15. Inpatient Psychiatric Services. The CSB has a contract with Inova Health Systems to provide access to acute inpatient psychiatric beds and related services, twenty-four (24) hours per day seven (7) days per week at Inova-Mount Vernon Hospital for CSB referred patients who are medically indigent. Because the CSB is purchasing access to these beds and related services, no charges related to inpatient services will be billed to patients admitted to these beds.
16. Geriatric Consultation Services. The CSB does not charge for outreach and prevention services or for initial assessments or consultations when the Department of Family Services (DFS), and/or Police, Fire and Rescue Departments requests that CSB Geriatric staff be part of a DFS or Police, Fire and Rescue team making an initial home visit. All services are billed once a client becomes admitted to the CSB.
17. Mobile Crisis Unit. The CSB does not charge for hostage-barricade incidents, disaster responses, or critical incident stress debriefings to public or non-profit agencies.

Approved

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

Approved: October 1984  
Revised: January 1995  
Revised: June 1996  
Revised: May 1997  
Revised: October 1999  
Revised: April 26 2000  
Revised: May 23, 2001  
Revised: October 24, 2001  
Revised: June 17, 2002

## FEE POLICY

Policy Number: 2120  
Policy Title: REIMBURSEMENT  
Date Adopted: June 17, 2002

### Purpose

To provide guidance for the establishment, assessment and collection of fees for services rendered to clients of the Community Services Board through its directly operated programs and contractual agencies and to assure that such fees are established in accordance with state statutes and regulations, in recognition of fiscal constraints, and in consideration of the needs of a client for services.

### Policy

It is the policy of the Community Services Board that:

1. A single fee will be established for each category of service and these fees shall be reviewed annually. Fees shall be reasonably related to the established unit cost of providing the services.
2. The client or other legally responsible parties shall be liable for the established fee and related third party payer required deductibles and co-payments to the extent provided by law. Payment of the fee shall be sought from the following funding sources: client, third party payers of the client, and other legally responsible parties.
3. Every client of the Fairfax-Falls Church Community Services Board shall be subject to this fee policy whether service is obtained from a directly operated program or a contractual agency, except:
  - a. Youth who receive a service funded by the Comprehensive Services Act (CSA) and provided by the CSB. CSA youth and their families shall be subject to the CSA fee policy for CSA services provided by the CSB.
  - b. Children from birth to 36 months who receive services under Early Intervention-Part C. Early Intervention-Part C children shall be subject to the Fee Policy and Procedures established by the Fairfax-Falls Church Interagency Coordinating Council.
4. Services shall not be refused to any client solely on the basis of ability to pay.
5. A client or other legally responsible party who is unable to pay the full fee may request a subsidy, supplemental subsidy and an extended payment plan.
  - a. Regulations will be established to ascertain ability to pay and to determine subsidies.
  - b. A periodic review of the ability to pay of the client and of other legally responsible parties will be conducted.
  - c. Alternative methods of payment shall be negotiated before any subsidy is considered.
6. Ability to pay shall be re-evaluated if the client or other legally responsible parties request a supplemental subsidy. The subsidy decision will be based upon client's gross family income and expenses as well as the use of multiple services, expected duration of service delivery and incurrence of a significant expense over time.
7. The client and other responsible parties shall have the right to an appeal of fee-related determinations in accordance with procedures established by the Community Services Board.
8. Administrative regulations and amendments thereto pertaining to fee policy shall be approved by the Board.

9. The Executive Director of the Community Services Board has the authority to amend the CSB's fee schedule to reflect periodic changes in rates established by Medicaid and by the Fairfax County Comprehensive Services Act Coordinating Committee (CSA).

Approved

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Adopted:	March 1984
Revised:	January 1995
Readopted:	June 1996
Revised:	May 28, 1997
Revised:	April 26, 2000
Revision Adopted	May 23, 2001
Revised	June 17, 2002

**References:**

Code of Virginia, Title 37.1, Chapter 10-197.B.7  
Code of Virginia, Title 37.1 Chapter 10-202.1  
Code of Virginia, Title 20, Chapter 5-61  
Code of Virginia, Title 37, Chapter 1

APPENDIX C, ATTACHMENT A (ABILITY TO PAY SCALE)  
IS AN EXCEL DOCUMENT AND SHOULD BE DOWNLOADED  
FROM THE FAIRFAX COUNTY WEBSITE  
([WWW.FAIRFAXCOUNTY.GOV/DPSM/SOLIC.HTM](http://WWW.FAIRFAXCOUNTY.GOV/DPSM/SOLIC.HTM))



Attachment B

**SUPPLEMENTAL FEE SUBSIDY REQUEST**

Client Name: \_\_\_\_\_ Case: \_\_\_\_\_ SSN: \_\_\_\_\_

SAI: \_\_\_\_\_ Date of Request: \_\_\_\_\_

A supplemental fee subsidy may be requested on the basis that the fee payment is not affordable due to unusually high, unexpected, and non-lifestyle expenses. It may be requested for clinical reasons. Supplemental Fee Subsidies are effective on the first day of the current month. Fee Subsidies do not adjust client charges that are covered by insurance that are subject to co-pay and/or deductible.

**Part I: REQUEST:** I am unable to pay the fee assessed based on the ability to pay scale. I am requesting that my fee be adjusted based upon the following information. (If you need additional space, please attach on separate sheet of paper.)

Statement of Reason: \_\_\_\_\_

**Part II: INCOME:** Attach the Income and Expense Worksheet with proof of Income.

Total Amount from Income Worksheet: \$ \_\_\_\_\_

**Part III: EXPENSES:** Attach the Income and Expense Worksheet with proof of Expenses.

Total Amount from Expense Worksheet: \$ \_\_\_\_\_

If approved, I agree to pay the revised fee at each visit. I understand that if I have a repayment contract, that I must pay the agreed upon amount in addition to the revised charge of the current service at each visit. I understand that this is an amendment to the Fee Subsidy Request Form that I signed originally. I understand that this agreement will be effective on the first day of the month this is submitted. I hereby attest that all the information I have listed is true and correct to the best of my knowledge.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Part IV: ADMINISTRATIVE REVIEW SECTION:** Attach Client Services Management Report and Client Payment Report.

# Of Treatments/Visits/Sessions: # \_\_\_\_\_

Client's Charges: \$ \_\_\_\_\_

# Of Payments/Amount Payments: # \_\_\_\_\_ / \$ \_\_\_\_\_

Current Balance: \$ \_\_\_\_\_

Account Delinquent: yes/no 30 \_\_\_\_\_; 60 \_\_\_\_\_; 90 \_\_\_\_\_; Debt Set Off \_\_\_\_\_

Adjusted Annual Gross Income: \$ \_\_\_\_\_

\*(Subtract Part III from Part II)

Original Liability: \_\_\_\_\_% Requested Liability: \_\_\_\_\_% Approved Liability: \_\_\_\_\_%

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

(If further fee reduction is required, complete Clinical Supplemental Fee Subsidy Request)

Beginning Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

If length of time is not specified, client will be approved for a three-month supplemental subsidy.

Supplemental subsidies cannot be approved for longer than twelve months.

Administrative Recommendations: \_\_\_\_\_

Fee Manager/Date \_\_\_\_\_

**CLINICAL SUPPLEMENTAL FEE SUBSIDY REQUEST**

---

**PART V: RISK (IF TREATMENT INTENSITY IS REDUCED):**

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested Liability: \_\_\_\_\_%

Fee Revisions are not retroactive. Fee Revisions are effective on the first day of the month submitted and are valid for 3 months unless specifically approved for longer (see reverse). If all or a portion of the client balance is recommended to be written off, please submit a write off request and attach to this request.

\_\_\_\_\_  
SAI Signature/Date

\_\_\_\_\_  
Manager/Date

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**Part VI: PROGRAM REVIEW:**

Approved: \_\_\_\_\_ Based on fee requested  
Not approved: \_\_\_\_\_ Use Options as Noted Below

Other Options – Client Has Overextended in Spending:

1. \_\_\_\_\_ Continue treatment; set up a repayment contract
2. \_\_\_\_\_ Reduce Fee to \_\_\_\_\_%; Review again in \_\_\_\_\_ months.
3. \_\_\_\_\_ Can be Seen for Emergency Service Visits Only.

\_\_\_\_\_  
Program Manager/Division Director  
(Return to On-Site Admin for processing)

\_\_\_\_\_  
Date